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Moreno Valley Board of Education and Moreno Valley Educators Association, California Teachers Association, National Education Association (1991)

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Moreno Valley Board of Education and Moreno Valley Educators Association, California Teachers Association, National Education Association (1991)

Keywords

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Comments

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MORENO VALLEY UNIFIED SCHOOL DISTRICT

AND THE

MORENO VALLEY EDUCATORS ASSOCIATION

Affiliated with

California Teachers Association



National Education Association

(Teachers & related professionals)

**CERTIFICATED
EMPLOYEES
COLLECTIVE BARGAINING
AGREEMENT**

SEPTEMBER 1, 1991 THROUGH JUNE 30, 1993

Doris Moran Ad. Asst. Personnel

714 - 485-5600

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
25634 ALESSANDRO BOULEVARD • MORENO VALLEY, CALIFORNIA**

AN AFFIRMATIVE ACTION / EQUAL OPPORTUNITY / M-F / DISABLED PERSONS EMPLOYER

*new 1811456
els 1,200
ex 6/30/93*



10/29/97

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of September, 1991, by and between the Moreno Valley Board of Education (hereinafter called the "Board") on behalf of the Moreno Valley Unified School District (hereinafter called the "District") and the Moreno Valley Educators Association/CTA/NEA (hereinafter called the "Association.").

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ARTICLE I - DURATION AND TERMINATION

This Agreement shall be and remain in effect from September 1, 1991, to and including June 30, 1993.

ARTICLE II - NOTICE

Notices required to be sent in this Agreement shall be in writing and if to the Association shall be mailed to President of Moreno Valley Educators Association, 12981 Perris Boulevard, Suite 101, Moreno Valley, California 92553-4103, and if to the District shall be mailed to Superintendent, Moreno Valley Unified School District, 13911 Perris Boulevard, Moreno Valley, California 92553. Such addresses may be changed by either party giving written notice to the other.

ARTICLE III - RECOGNITION

Section 1 - The District recognizes the Association as the sole and exclusive bargaining agent for all certificated employees employed by the District in accordance with the inclusions and exclusions described below:

The bargaining unit includes all certificated employees including, but not limited to, classroom teachers, intern teachers, department chairpersons, school nurses, school psychologists, language/speech/hearing specialists and program specialists, counselors, music teachers, librarians, children's center permit teachers, and full-time District certificated employees working on adult education on a part-time or overtime basis. The only certificated employees excluded from the unit shall be supervisory employees, confidential employees, employees designated by the Board as Management, including but not limited to, Superintendent, Deputy Superintendent, Associate Superintendents, Assistant Superintendents, Directors, Coordinators, Curriculum Assistants, Principals, Assistant Principals, Deans, teachers on assignment, substitute employees, and employees working ten (10) hours per week or less.

The Association agrees that the unit as described in the foregoing paragraph is appropriate and that it will not seek clarification or amendment of the unit, either as to specific exclusions or the enumerated inclusions, unless the PERB makes a ruling that clarifies or amends the unit.

Section 2 - The term "employee" as used herein shall only refer to an employee within the bargaining unit unless the context specifically indicates otherwise.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1 - All management rights and powers which the Board had prior to entering into this Agreement to direct and control the District are unqualified except as expressly and specifically limited, delegated, granted, or modified by an express provision of this Agreement. Except as provided by this Agreement, the Board retains the sole right to manage the District; to direct the work of its employees; to determine the methods, means and services to be provided; to determine the staffing patterns and the number and kinds of personnel required; to determine the educational goals, objectives and curriculum; to decide on the building, location or modification of any facility; to determine the budget and methods of raising revenue; to sub-contract work

or operations, to maintain order and efficiency; to hire, assign, evaluate, promote, discipline, discharge for cause, layoff, and transfer employees; and to take action on any matter in the event of an emergency for the reasonable period of time required by the emergency. The foregoing rights of management are not intended to be an all inclusive list, but do indicate the types of matters which are inherent to management.

Section 2 - The parties agree that action taken by the District pursuant to this Management Rights article may generate a requirement to engage in "effects bargaining," pursuant to PERB law. The parties further agree that such "effects bargaining," if required by PERB law, shall take place after notice by the Association and shall neither prevent nor delay the actions authorized by this Article IV.

ARTICLE V - ASSOCIATION RIGHTS

Section 1 - Use of Facilities.

The Association may request the use of the District's school equipment, buildings and/or facilities at reasonable hours other than during the workday and permission shall not be unreasonably withheld. Such equipment may include computers and printers, typewriters, mimeograph machines, duplicating equipment, photocopying machines, calculating machines, and audiovisual equipment when such equipment has been designated as generally available for faculty use, and when it is not otherwise in use for educational purposes. The District shall provide its available reproduction equipment for Association publications at the same rate as charged for school programs, unless the reproduction equipment is being otherwise utilized to produce school materials. Equipment named in this section shall be used on school premises.

Section 2 - Communication.

(a) The Association shall have the right to post notices of activities and matters on designated employee bulletin board spaces. These bulletin board spaces shall be located in a visible and accessible area in the faculty room(s). The Association may use employee mailboxes for communications with employees. All "general distribution" materials distributed by the Association in school mailboxes shall have the Association's identification, and, concurrent with distribution in the mailboxes, a copy will be supplied to the site administrator.

(b) The Association shall indemnify and hold harmless the District against any claims, liabilities, or defense costs arising out of the Association's exercise of its rights under paragraph (a).

(c) The District shall meet with the Association to determine a mutually agreed upon time and place for a general Association meeting during the orientation days prior to the opening of school.

Section 3 - Right of Access.

Authorized representatives of the Association shall be permitted to transact official Association business on school property before or after the employee workday or during lunch or other breaks.

Section 4 - Bargaining Unit Information.

(a) The roster of employee names and work locations shall be made available to all employees as soon as possible after the beginning of each school year. If the employee requests in writing that such employee's address and/or telephone number be considered confidential, the release of such will be only in accordance with the law. This information shall be made generally available by November 1 of each school year.

(b) During orientation week, the District will make provision for bargaining unit members to complete an Association membership information form during their regular work hours.

(c) Job announcements for bargaining unit positions will include a statement advising applicants that Moreno Valley Unified School District is an agency fee district and employees of the District are required as a condition of employment to join the Moreno Valley Educators Association or pay representational fees.

(d) The District shall furnish the Association with the names and work locations of all new hires within five (5) days of initial hire.

Section 5 - Association Business Days.

Designated Association representatives shall be entitled to a collective maximum of one hundred (100) days during the school year for the purpose of performing Association business under the following conditions:

(a) The Association shall reimburse the District at the rate of daily pay for the substitutes.

(b) The Association President shall designate the member to be released and shall give the Personnel Division three (3) working days written notice.

(c) In no case will there be more than fifteen (15) members absent on Association business and in no case shall any individual be absent for more than three (3) consecutive days. Notwithstanding the foregoing provision, the parties shall maintain their practice of flexible enforcement of this provision.

(d) This section shall not be applicable to meeting and negotiating with respect to reaching a new collective bargaining agreement and the processing of grievances.

(e) The District reserves the right to deny such leave where it would unduly disrupt District operations, but permission shall not be unreasonably withheld.

Section 6 - Release Time.

(a) If the Association chooses to exercise the option, it may purchase at the daily substitute rate release time for the Association President for up to one hundred (100) percent of his/her assignment.

(b) If the Association chooses, it may purchase release time at the daily substitute rate for up to sixty percent (60%) of the assignment for members of the Association's Executive Board. The District shall not deny such requests arbitrarily or capriciously.

ARTICLE VI - ASSOCIATION SECURITY

Section 1 - Dues Deduction Authorization.

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments of the Association. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months, and remit such amounts promptly to the Association. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

Section 2 - Fee Deduction.

(a) A unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to representational costs. The District shall automatically deduct fees from a unit member's paychecks, as described in Section 1 above, unless the unit member notifies the District, in writing with Association verification, that he/she has paid the dues or fees directly to the Association.

(b) With respect to all sums deducted by the District pursuant to authorization of the unit member, whether for membership dues or equivalent fee, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

Section 3 - Religious Exemption.

(a) Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

(1) Scholarship fund administered by three (3) trustees appointed by the District and three (3) trustees appointed by the Association. One of the Association trustees shall chair the committee and give reasonable notice to the District trustees of all meetings. Failure of District trustees to attend meetings shall not prevent the committee from acting.

(2) Moreno Valley Friends of the Library.

(3) Moreno Valley Unified School District Certificated Employee Emergency Fund, administered by one (1) trustee appointed by the Association and one (1) trustee appointed by the District.

(4) The scholarship fund of the Riverside YM/WCA Moreno Valley Summer Day Camp program.

Authorization for such payment shall be made on or before September 15 of each school year, or within thirty (30) days of commencement of assigned duties.

(b) Proof of payment and a written statement of objection along with evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph 3(a) above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 1 and 2 of this Article. Payment shall be in the form of payroll deduction.

(c) Any unit member making payments as set forth in Section 3(a) and (b) above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

Section 4 - Association's Duties.

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

Section 5 - Indemnification.

(a) The Association agrees to defend, indemnify and hold harmless the District against legal action by any certificated employee of the District challenging the legality of any action taken by the District at the request of the Association in compliance with this Article VI.

(b) Upon commencement of such legal action, the Association shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Association's decision thereon shall be final and binding.

(c) The District, immediately upon receipt of notice of such legal action against either or both of them, shall inform the Association of such action, provide the Association with information, pertinent documents, and assistance necessary for the Association's defense or settlement of such action and fully cooperate with the Association in its defense of such action.

(d) The Association, upon its compromise or settlement of such action, shall immediately pay the District all sums due under such settlement or compromise.

(e) The Association, upon final order and judgment of a court of competent jurisdiction awarding damages to any employee of the District, shall immediately pay to such employee all sums owing under such order and judgment.

ARTICLE VII - SALARIES

Section 1 - Schedule.

(a) The District shall increase the existing 1990-91 salary schedule Appendix A by an additional .7%, effective July 1, 1990. This additional increase shall be computed with no compounding effect, and shall be paid to unit members employed in the 1990-91 school year, prorated as appropriate. On June 30, 1991, this .7% increase shall sunset.

(b) Effective July 1, 1991, the District shall increase the original 1990-91 salary schedule Appendix A by the 1991-92 COLA (percentage increase in the base revenue limit actually received for the 1991-92 school year), so long as such increase is fully funded, ongoing, and unrestricted.

(c) If the District receives a base revenue increase for 1991-92 that is fully funded, unrestricted, but not ongoing, the District shall pay to all unit members employed in 1991-92 (prorated if applicable) a one-time payment. This payment shall be equal to the percentage increase finally certified by the State. Such payment shall be made within thirty (30) days of final certification.

(d) For 1992-93, salaries will be reopened after March 1, 1993.

Section 2 - Partial Year's Service.

Employees who serve for less than a full year shall receive an amount proportionate to the ratio of the number of days worked and the number of days normally worked in the position, except that an employee who works one (1) semester shall receive no less than fifty percent (50%) of the annual salary.

Section 3 - Payments.

Salary payments for the regular school year shall be made not later than the last day of the applicable payroll period, except payment for the December pay period shall be made available on the first weekday after January 1st.

Section 4 - Psychologists.

(a) Psychologists hired to begin work on or before June 30, 1992 will work two hundred (200) days and be paid on a six step ratio at 1.00, 1.05, 1.10, 1.15, 1.20 and 1.25 of the employees' schedule with 1.00 equal to the amount in Column F, Step 12.

(b) Psychologists hired to begin work on or after July 1, 1992 will be hired on Appendix A, Certificated Salary Schedule, for the work year set forth in Article IX, Section 3, and the workday set forth in Article X, Section 2.

Section 5 - Counselors.

Counselors required to work additional days beyond the established work year as set forth in this Agreement shall be paid at their scheduled daily rate of pay. Counselors in elementary school, grades K-5, may work up to five (5) additional days. Counselors in middle school, grades 6-8, shall work at least five (5) and may work up to ten (10) additional days. Counselors in secondary school, grades 9-12, shall work at least ten (10) additional days and may work up to fifteen (15) days. Up to three Saturdays may be scheduled for proficiency testing purposes. Such days shall be assigned on a voluntary basis to the extent possible. The counselor's required additional days shall not be scheduled days other than those weekdays immediately prior to the start of school or those immediately after the end of school (unless the counselor otherwise agrees) and shall be on the days and at the time designated by the site administrator provided it is not an established holiday and the counselor has reasonable notice of such designation. Counselors required by the District to work hours outside of the regular workday shall have such hours applied against the additional workdays set forth in this Agreement. Any days in addition to the required number of days specified above or portions thereof shall be compensated at the regular daily rate of pay.

Section 6 - Department Chairpersons, Lead Teachers, Grade Level Leaders, and Team Leaders.

(a) High school department chairpersons shall receive the amount as set forth in Appendix B per period taught by employees in their department each semester. This computation shall include periods taught by the chairperson. Stipends will be paid twice a year. The present departments are set forth in Appendix B. This listing of such departments shall not limit the District from abolishing, modifying, or adding to any of the departments so listed during the term of this Agreement. However, once departments are established at the beginning of a school year, they shall remain in existence for the remainder of the school year.

(b) The District will provide one (1) released day per month for all high school department chairpersons whose departments include five (5) or more instructors (including the chairperson). One-half (1/2) of the time provided in the release days may be directed by the District; one-half (1/2) of the time shall be used for department chairpersons' duties. The District and the Association agree that substitutes for the released time shall be funded out of Mentor Teacher/Classroom Instructional Improvement Grant funds. Release time can be taken in one period increments, with forty-eight (48) hours advance notice and principal approval.

(c) Effective July 1, 1991, the District will establish Assistant Department Chair positions for Math, Science, English, and Social Science at all four-year comprehensive high schools. The Assistant Chair will be paid 70% of the amount paid the Chair, with no release time. For 1992-93, Assistant Department Chair positions may or may not be offered as determined by the District. This provision will be renegotiated prior to the end of the 1992-93 school year.

(d) There shall be grade level leaders at every elementary site on the basis of one grade level leader per grade level and one for support services. They shall be chosen in the same manner that department chairpersons are chosen, and they shall

receive an annual stipend as set forth in Appendix B. The hours of work to be performed outside of the regular school day or year by a grade level leader shall be reasonable. The District and the Association agree to a guideline of 20 hours per year outside the workday/work year.

(e) There shall be a team leader for each middle school team. They shall be chosen in the same manner that department chairpersons are chosen, and they shall receive an annual stipend as set forth in Appendix B.

(f) There shall be seven (7) lead teachers at each middle school, in the areas of English, mathematics, social studies, science, physical education, elective subjects, and support services. The Team Leaders described in paragraph (e) above in the physical education, elective subjects and support services groups shall be denominated "Physical Education Lead Teacher," "Elective Subjects Lead Teacher," and "Support Services Lead Teacher," respectively. The Lead Teacher shall be chosen in the same manner that department chairpersons are chosen. The Lead Teacher stipend will be computed by multiplying the number of periods taught in each subject area each semester by the current share value times seventy-five percent (75%). This computation shall include periods taught by the Lead Teacher. This amount will be paid twice a year, with no one to make less than \$410 per year.

(g) There shall be one lead nurse for the District who shall receive an annual stipend as set forth in Appendix B. He/she shall be chosen in the same manner as department chairpersons are chosen.

Section 7 - Vocational Credentials.

Full-time employees holding vocational credentials shall be placed on the salary schedule initially according to the following guidelines:

(a) Employees holding vocational credentials without Bachelor degrees shall receive eighty percent (80%) of the applicable step in Column A on the salary schedule.

(b) Employees holding vocational credentials that have eighty (80) semester units of college work acceptable toward a Bachelor degree shall receive ninety percent (90%) of the applicable step in Column A on the salary schedule.

(c) Employees holding vocational credentials and having a Bachelor degree shall receive one hundred percent (100%) of the applicable step in Column A on the salary schedule.

(d) Nothing in this section shall affect the salary status of current employees holding vocational credentials.

Section 8 - Step and Column Advancement.

The following rules shall be used in determining step and column advancement on the employee salary schedule:

- (a) Experience credit will be allowed only for those years in which the employee has taught or worked under a full-time regular contract for three-quarters (3/4) of a year.
- (b) All units to be applied to the salary schedule for placement and advancement credit will be evaluated by the District as provided in this Article.
- (c) After initial placement on the salary schedule, movement on the schedule shall be controlled only by credits earned and years of service.
- (d) Steps 19 and 23 shall be attained upon the completion of eighteen (18) and twenty-two (22) years of service, respectively. All years of service creditable to the salary schedule are applicable.
- (e) Unit requirements of the salary schedule shall be in semester units. Quarter units shall be converted to semester units by multiplying by two-thirds (2/3).
- (f) All earned upper division and graduate units shall be applicable to the salary schedules if the course units are acceptable for renewal or attainment of a teaching credential, or the course units are applicable to an advanced degree in an educational field, or the course units are in professional education courses. In the case of professional educational courses, an employee shall first obtain prior approval from the District. The District shall not be arbitrary and capricious in withholding approval.
- (g) The District may require an employee to verify salary placement by supplying transcripts of completed work.
- (h) All units applicable to the salary schedule shall be earned at an accredited college or university prior to the beginning of the employee work year, and shall be verified by a transcript.
- (i) The number of semester units for a column change must be a whole number at least equal to the number set forth on the salary schedule. However, fractional parts of semester units may be added to arrive at the whole number of semester units required.
- (j) All units applicable to the salary schedule shall be verified with the Personnel Division prior to October 1. Such verification may be temporarily achieved by a course grade card or a signed affidavit by the instructor except that by no later than December 1 it shall be verified by transcript.
- (k) Each employee shall inform the District by May 15, on a form provided by the District, the number of units the employee plans to have earned and applied to the salary schedule for salary placement during the following school year. The District shall adjust the employee's salary to reflect units earned prior to September 15 when reasonable proof of course completion has been submitted to the District. The District, after verification of the units earned, shall make retroactive salary adjustments as appropriate.

(l) Not later than October 15, the District shall furnish the Association with the placement of personnel on the salary schedule as of October 1, subject to subsequent verification and receipt of the requisite information from such personnel.

(m) Salary placement properly granted prior to September 1, 1988 shall not be affected by any change(s) in this Article VII.

Section 9 - Extra Pay for Extra Duty.

(a) Pay for the performance of extra duties shall be as set forth in Appendix B. No other duty pay shall be paid except as set forth in Appendix B. Qualified current employees of the District shall have preference for these positions over outside applicants and shall at least be granted an interview prior to these positions being offered to outside applicants. This provision shall not apply to committee assignments.

(b) The positions of the Athletic Director and Director of Student Activities at the high school shall receive three (3) periods daily of release time. The District will provide up to five (5) release days per year for the position of Assistant Athletic Director as the District determines the necessity for such days. Release time can be taken in one period increments and requires principal approval.

(c) The District will provide release days for one District-wide Middle School Athletic Coordinator position to be rotated annually among the middle schools. The number of days shall be equal to the number of middle schools involved in the program.

(d) Employees earning extra pay for extra duty who are paid in one lump sum shall be paid by separate check no later than thirty (30) days after completion of the extra duty assignment.

(e) Extra pay for extra duty positions which are assigned for the school year shall be paid monthly in accordance with Appendix B. Extra duty pay (including the stipends for department chairs, team leaders, grade level leaders, and lead teachers) will be adjusted equally with any across-the-board increase in Appendix A.

(f) The District retains the right to determine which extra pay for extra duty positions will be established at each site. In any event, the District will establish Department Chair, Team Leader, Lead Teacher, and Grade Level Leader positions as provided in the Agreement.

Section 10 - Part-Time Employees.

(a) Notwithstanding Section 8(a) above, employees employed specifically on a part-time basis shall be granted a step increase at the beginning of a school year whenever the number of days or hours worked in one or more prior school years equals or exceeds three-quarters ($\frac{3}{4}$) of a full school year. In the event the above calculation exceeds three-quarters ($\frac{3}{4}$), only the excess over one (1) full year shall be carried over to compute the next entitlement to a step increase.

(b) A part-time teaching employee covered by this Agreement shall be paid a pro rata salary based upon the ratio of his/her regularly assigned instructional hours to the

annual full-time instructional hours applicable to the grade being taught. For the purpose of this section, instructional hours shall mean the number of hours the employee is in class with students. Part-time, non-teaching employees shall be compensated on a pro rata salary based upon a ratio of his/her regularly assigned duty hours to the annual full-time duty hours applicable to the position.

Section 11 - Intern Teachers.

Salary placement for intern teachers shall be Step 1, Column A of the salary schedule as set forth in Appendix A.

Section 12 - Rating In.

(a) The District shall offer employees new to the District full credit for all previous teaching experience up through a maximum of fourteen (14) years. This provision shall not affect the salary placement of employees hired to begin work in the District prior to September 1, 1989.

(b) Salary credit is given for the following teaching experience:

(1) Public school experience in any state or territory of the United States, so long as full-time with K-12 credential and BA degree. Credit is not given for experience in a position requiring children's center permit or in a position not requiring a K-12 credential. Credit is not given for preschool, headstart, or extended day care experience.

(2) Public school experience in a foreign country in grades K-12, in a position requiring a K-12 credential.

(3) Private school experience in a position in which the school requires a K-12 credential.

(4) Community college experience in a full-time position (75% or more) requiring a fully satisfied credential and a BA degree.

(5) University or college teaching experience in a full-time position (75% or more) requiring a BA degree, only if the employee is hired by the District into an area of special needs, as defined by the District.

(6) Psychologist private practice counseling experience if done full-time with school psychologist credential, only if employee is hired by the District into a position requiring a school psychologist credential.

(c) The District shall use the following procedure for rating-in salary credit for experience and training:

(1) The District shall place the new hire initially based on verified training and experience as of the date of hire.

(2) The new hire shall have sixty (60) days from the first date of paid service in which to submit verification of transcripts and experience required by the District.

Verification of prior teaching experience shall be on the form provided by the Moreno Valley Unified School District or on district letterhead from the school or school district giving dates of service, whether full-time or part-time, the position in which the service was rendered, and the type of teaching credential (if any) required for the position.

(3) When the new hire submits verification within sixty (60) days from the first date of paid service that justifies a higher placement, the District shall place the new hire where verified on the salary schedule. The District shall pay retroactively any amounts due on account of the higher placement.

Section 13 - Honoraria.

The District shall forward honoraria received from teacher training institutions to those master teachers for whose student teachers the honoraria are paid.

Section 14 - Bilingual Teachers.

The District may provide up to ten (10) additional days pay for additional work provided throughout the year at the unit member's daily rate of pay for any or all unit members assigned to a bilingual program (classroom or pull-out). The additional work will be assigned at the District's discretion and the District's assignment of additional work for up to ten (10) days' pay is not grievable. This extra days' pay is provided in recognition of the extra work (such as translating notices and materials, preparation of extra classroom materials, and working with non-English speaking parents) that bilingual teachers have historically done and will continue to do. In addition, the District shall provide not less than three (3) hours per day of instructional aide time for all unit members assigned to a bilingual program. The District shall provide an additional materials budget of \$400 per bilingual assignment, to be spent by the classroom teacher with site administrator approval.

ARTICLE VIII - EMPLOYEE BENEFITS

Section 1 - Entitlement.

(a) The District and the Association agree that for the duration of the contract, the cap for medical, dental, and life insurance will be no less than the 1991-92 amount of \$4,482. The cap for TSA will be no less than the 1991-92 amount of \$3,440.

(b) The District and the Association may mutually agree to restructure benefits for the 1992-93 school year within existing contribution levels. Any savings realized through restructuring of the benefit program shall be used for fringe benefits for bargaining unit members. Such benefits shall be paid in ten (10) monthly installments and may include programs for Health, Dental, Life, TSA, Cancer and Income Protection.

(c) On or after March 1, 1993, the District and the Association shall reopen negotiations, at the request of either party, on the possible implementation of AB 265 (Medicare buy-in).

Section 2 - Dental Insurance.

Each employee shall have deducted from the above amount a sum equal to the composite premium for Delta Dental Plan of California. It is required that all employees participate in this program. The District shall have the right to change the dental insurance carrier so long as the same or better benefits are maintained and prior notice and opportunities to consult are provided to the Association.

Section 3 - Life Insurance.

Each employee shall have deducted from the above a sum equal to the premium for a five thousand dollar (\$5,000) term life insurance policy. It is required that all employees participate in this program.

Section 4 - Health Insurance.

Employees may elect to have the remaining amount (the amount set forth in Section 1 less the dental and life insurance premium) credited to the premium cost of the health insurance plan offered by Kaiser or the plans offered by Partners Health Plan, California Care, and Health Net. If a carrier declines to offer a plan, the parties will meet to discuss the matter. The District may add carrier(s) at its option.

Section 5 - Tax Sheltered Annuity.

Employees who do not elect Group Health may elect to request that the balance of fringe benefit entitlement above be credited to a program of Tax Sheltered Annuity purchase, and may, with any remaining balance, purchase additional benefits from programs jointly selected by the District and the Association. If such an election is the choice of the employee, the employee shall show evidence of family health insurance coverage from another source equal to those carriers included in this Agreement. TSA's shall be calculated in relation to full-family Kaiser (as previously calculated).

The TSA payment will be made once a year, at the end of the fiscal year.

Section 6 - Leaves.

Employees on leave without pay shall have the option of continuing health and dental insurance premiums at their own expense during the period of the unpaid leave.

Section 7 - Part-Time Employees.

A part-time employee covered by this Agreement shall receive a pro rata share of the amount set forth in Section 1 based upon the formula in Article VII, Section 10(b). Said amount shall first be applied to dental insurance pursuant to Section 2 above, then to the life insurance premium as specified in Section 3, and any remaining amount may be applied to health insurance as specified in Section 4, if the insurer permits for such employees. There is no requirement that part-time employees have health insurance coverage.

Section 8 - Retired Employees.

Employees who retire after five (5) or more years of District service shall receive individual employee coverage at the District's expense under the applicable Kaiser plan offered to regular employees if the employee wishes to have such coverage. This benefit will cease at the end of the month in which the employee turns 65.

Section 9 - Fringe Benefits Notification.

The District will notify all unit members of the best figures available as to the rates of the various health and welfare benefit plans prior to the open enrollment period.

ARTICLE IX - SCHOOL CALENDAR

Section 1 - Calendar.

(a) The 1991-92 and 1992-93 calendars for schools on a traditional schedule (including summer school) are attached as Appendix C(1).

(b) Calendars for schools on a year-round schedule shall be developed in accordance with Article XIV and follow the parameters set forth in Article IX. The 1991-92 and 1992-93 year-round calendars are attached as Appendix C(2).

Section 2 - Instructional Days.

There shall be 180 instructional days per year for the duration of this Agreement.

Section 3 - Work Year.

The length of the work year for employees shall be the instructional days plus four (4) days except that the District may require newly-hired teachers to work two (2) additional days.

Section 4 - Parent Conference/Non-Student and Calendared Minimum Days.

(a) High School - The District shall schedule minimum days (for professional duties such as grading) at the end of the first and third quarters. An additional minimum student day shall be scheduled at the end of the fourth quarter. The District shall schedule non-student days (for professional duties such as grading) on the last day of each semester. The District may schedule other minimum days at its discretion for inservice training or District meetings, or other non-student days as provided in categorical programs.

(b) Middle School - The District shall schedule minimum days (for professional duties such as grading) at the end of each quarter. An additional minimum student day shall be scheduled at the end of the fourth quarter. The District shall schedule two (2) non-student days for parent conferences as provided in Appendix C. The District may schedule other minimum days at its discretion for inservice training or District meetings, or other non-student days as provided in categorical programs. Middle school

teachers will be expected to conference the number of parents comparable to teachers with self-contained classroom assignments.

(c) Elementary School - The District shall schedule minimum days (for professional duties such as grading) at the end of each quarter. An additional minimum student day shall be scheduled at the end of the fourth quarter. The District shall schedule two (2) non-student days for parent conferences as provided in Appendix C. The District may schedule other minimum days at its discretion for inservice training or District meetings, or other non-student days as provided in categorical programs.

(d) K-12 - The last workday of the year for all grade levels shall be a minimum workday.

Section 5 - Minimum Teaching Day.

(a) Minimum days which are not back-to-back shall be 180 minutes of instruction.

(b) Minimum days which are back-to-back shall be 240 minutes of instruction.

(c) The student minimum days that the District may schedule (at its sole discretion) for inservice training or other purposes shall be 215 minutes for K-5 students.

ARTICLE X - HOURS & ASSIGNMENTS

Section 1 - Assignment.

An employee shall be given written notice of tentative assignment (grade level, subject, and school) for the forthcoming year no later than ninety (90) calendar days preceding the first day of the new work year. Notification of changes in assignments shall be given as soon as possible after a change has been decided upon. It shall also be the policy of the District when practicable to advise employees of possible changes when it appears such changes are likely.

Section 2 - Hours of Work.

Except pursuant to the circumstances set forth in subsections (a) and (b) below, the length of the regular workday for employees who have a majority of their time assigned to regular classroom teaching shall be seven (7) hours, twenty (20) minutes.

(a) Teaching employees shall attend meetings called by site administrators or department chairpersons, except as limited by Section 9.

(b) Teaching employees may be assigned duties that may be outside of the defined workday. Such assignments shall be reasonable and assigned equitably within a school staff. If assigned duties occur on a Sunday or a legal holiday, the employee shall be compensated at the appropriate hourly rate.

(c) Teaching employees shall be entitled to a thirty (30) minute duty-free lunch period each workday. In no event shall the student lunch period exceed the teacher lunch period and in those schools with thirty (30) minute lunches, accommodation will be made to assure teachers of their full thirty (30) minute duty-free lunch break.

(1) In serious inclement weather situations, the District may adjust the elementary schedule, as long as a thirty (30) minute duty-free lunch period is maintained.

(2) On minimum days, the District may adjust all schedules as long as a thirty (30) minute duty-free lunch period is maintained.

(3) The lunch period at elementary schools shall be forty-five (45) minutes. Teachers are expected to walk their classes to the lunch area, and may be required to stay with their classes for a reasonable period of time, generally from zero (0) to five (5) minutes.

(d) Classroom teachers shall be responsible for up to three hundred five (305) minutes of instruction as scheduled by the District. Teaching employees in a period-oriented program will be assigned no more than five (5) periods of instruction.

(e) The District shall establish the beginning and ending times of all school programs, except in setting such times the Board shall not exceed the workday as set forth above in Section 2. Teaching employees will be present at their site a reasonable period of time prior to and following the student day.

(f) Playground duty, bus duty and supervision of special events within a school staff may be assigned to employees, and in such cases, such duties shall be reasonable in amount and assigned equitably within a school staff.

Section 3 - Job Sharing.

(a) Job sharing is defined as two (2) permanent employees in satisfactory status sharing one full-time teaching assignment. Job sharing shall be by mutual consent of the District and the teachers and shall not result in any additional cost to the District.

(b) A written plan for job sharing shall be presented to the District for approval. The plan must be in the best interests of the District. The plan shall include provisions for extra duty assignments and attendance at regular meetings. The District shall not withhold approval arbitrarily or capriciously.

(c) Employees sharing jobs shall be paid at their regular contractual rate and accrue salary and benefits proportionate to the part of the job assignment fulfilled.

(d) Employees sharing jobs shall be entitled to the rights, protections, and benefits set forth in this Agreement.

(e) Employees sharing jobs shall receive one step increase upon the accumulation of each one full-time equivalent year.

(f) Job sharers shall request and shall be granted one-half (1/2) time leaves of absence during the job share year. If one job sharer leaves the arrangement, the other job sharer must either go on leave for the remainder of the year or move to full-time employment.

Section 4 - Psychologists/Non-Classroom Certificated Employees.

(a) The length of the workday for psychologists hired to begin work on or before June 30, 1992 shall be eight (8) hours exclusive of a lunch period. The length of the regularly scheduled workday for all other employees whose majority assignment is not regular classroom teaching shall be in accordance with the provisions of paragraph 2, 2(a), 2(b), and 2(c) of this Article. The establishment of a regularly scheduled workday in this paragraph shall not mean that any responsibilities traditionally associated with a particular job involving work outside the regular scheduled workday or away from the building site shall be affected. In every case, the hours of work for each non-teaching employee shall be established by such employee's immediate supervisor.

(b) The length of the workday and lunch period for psychologists hired to begin work on or after July 1, 1992 shall be consistent with the provisions set forth in Article X, Section 2.

Section 5 - Student Grouping.

The principal of each school may involve the employees in the grouping of students within the school so as to maximize learning consistent with sound growth, development and social practices.

Section 6 - Emergency Coverage.

If the principal and assistant principal (if any) are to be away from the school during the regular student hours, an employee shall be designated to act in an emergency.

Section 7 - Preparation/Conference Periods.

On each full-time teaching day, all teaching employees shall have a preparation/conference period established by the District during which entire time the employee shall devote his or her energies to preparation activities, conferencing with students, parents of students, or employees on matters relevant to assigned duties. In grades K through 5 the preparation/conference period shall be no less than fifty (50) consecutive minutes. At the secondary level (6-12) the length of the preparation/conference period shall be no less than the students' regular daily period.

Section 8 - Traveling Employees.

(a) Employees traveling from site to site on the same day will be paid mileage at the current IRS rate to cover automobile expenses. If the distance exceeds one and one-half (1-1/2) miles, the District shall reduce the employee's instructional day by an appropriate amount of time for traveling, not less than fifteen (15) minutes per day.

(b) The District will make a reasonable effort to provide existing equipment and materials to traveling employees to minimize the inconvenience faced by such employees.

Section 9 - Meetings.

The number of required meetings will be limited as follows: At each school, attendance at more than two (2) meetings of the entire school staff shall not be required by the site administrator during a calendar month and no more than two (2) other mandatory meetings per month except in either case where such meetings are pursuant to the dictates of state law or except those required by categorically funded programs. Except in the case of categorical program evaluations, emergencies, and where the site administrator with the concurrence of the majority of the school staff agree, mandatory staff meetings shall not occur during a scheduled preparation/conference period. Mandatory meetings shall not last longer than sixty (60) minutes after the end of the regular workday and shall be scheduled at least twenty-four (24) hours in advance. Meetings called by department chairpersons shall not count against the above limits, but shall be reasonable in number. This section shall not be applicable to any non-student attendance days. Issues discussed at voluntary staff meetings shall be summarized at the next mandatory staff meeting or provided to the staff in writing.

Section 10 - Support Personnel.

(a) Association Attendance. With respect to Association building representative meetings, one (1) psychologist representative may attend up to two (2) such meetings per month during scheduled work hours, provided one day's advance absence notice is given. All District Office employees (psychologists, nurses, elementary counselors, language/speech/hearing specialists) may attend up to three (3) general membership meetings per school year. In either case where attendance at such meetings will occur during scheduled work hours, the District Office employees shall make up such time at a time scheduled by the District.

(b) Resource Specialists. Resource Specialists will be responsible for testing and attending meetings for their respective case loads, administrative placements, and initial referrals at their sites. One period per day of the Resource Specialist's instructional schedule shall be designated for such testing and related duties.

ARTICLE XI - PROFESSIONAL WORKING ENVIRONMENT

Section 1 - Orientation and Inservice.

(a) All orientation and inservice education of other than new employees shall be conducted as designated by the District during the work year for employees as established by the terms of this Agreement.

(b) Hours of service for employees on days designated for orientation or inservice activities shall be the same as the hours of service established for employees on regular days.

(c) Employees have a professional responsibility to provide for their own continuing program of professional inservice education designed to maintain their individual skills.

(d) District inservice and preservice programs shall be planned by the District. Upon request, the District officials responsible for planning such programs will meet

with an Association committee, composed of no more than three (3) members designated by the Association, to discuss any suggestions or information such committee may have with respect to present or future programs. Such meetings shall be reasonable in number and shall take place during other than normal working hours except as otherwise mutually agreed. The content and format of any such program shall be the sole decision of the District committee and not reviewable under the grievance/arbitration article set forth in this Agreement.

(e) The District may offer pay at the contract hourly rate for some or all inservice programs held outside the unit member's regular workday. The District will make available a semester schedule for inservices thirty (30) days before the semester begins, stating which unit members are eligible to attend specific sessions and which sessions shall be paid. The schedule will be subject to revisions(s) during the semester. The District may arrange for college or university credit for any unit member attending a specific inservice session, to be provided (if available) in lieu of hourly pay (if hourly pay is otherwise provided for the specific session).

(f) The District shall pay a unit member who acts as a presenter for a particular inservice program at the following rates:

(1) If the presentation is during the regular workday, the unit member will be given release time for the presentation plus one (1) hour of preparation time for every two (2) (or less) hours of presentation at the contract hourly rate.

(2) If the presentation is outside the regular workday, the unit member will be paid double the contract hourly rate for each hour of the presentation plus one (1) hour of preparation time for every two (2) (or less) hours of presentation at the contract hourly rate.

(g) The District (per site managers) may schedule up to three (3) mandatory inservice training sessions per year (not to exceed one per quarter), not to exceed one (1) hour each outside the workday, for which pay and/or release time is not required.

Section 2 - Teacher Aides and Student Teachers.

(a) The District may assign a paid teacher aide to an employee. The employee shall not have responsibility for a formal evaluation of the paid aide, but shall provide input and opinions to the evaluator. The employee shall be responsible for the work direction of the paid aide. The employee shall be consulted prior to the assignment of a paid aide to the work station of the employee. Such right to consult shall not be construed as a right to reject an assignment.

(b) The District may assign or the employee may recruit non-paid volunteer teacher aides. Teachers shall have the right to decline such voluntary, unpaid assistance.

(c) The District will work cooperatively with employees on the assignments of student teachers or certificated intern staff from teacher training institutions. No student teacher or intern will be assigned to work with an employee without the employee's approval.

Section 3 - School Site Councils.

The School Site Council shall not have the authority to waive any provision of this Agreement without the written consent of the Association and the District. The District shall provide the Association with a copy of School Site Council Improvement Plans at least ten (10) calendar days prior to approval by the Board.

Section 4 - Facilities.

(a) The District agrees to make available to employees equipment for typing and duplication of educational materials. In addition, the District will make available to employees: (1) a location where coats and other personal items, such as handbags, may be stored; (2) chalkboard space in each instructional area; and (3) a place at each instructional site where District instructional materials might be stored.

(b) The District shall provide a work place which is safe for its employees.

Section 5 - Materials and Supplies.

(a) The District will make reasonable efforts to provide each employee with all appropriate equipment, materials, and supplies in order to perform assigned professional duties, including equipment, materials, and supplies for special needs programs.

(b) The District will make reasonable efforts to provide each teacher with a basic minimum classroom supplies and equipment package.

ARTICLE XII - TEACHER SAFETY

Section 1 - Student Discipline, Confidential Material, Corporal Punishment.

(a) The District shall provide the Association copies of the current editions of District policies and administrative regulations relating to student discipline. The District shall provide the Association with revisions of such policies and regulations upon adoption.

The District shall provide unit members a copy of the site student discipline policies and procedures for the site(s) to which the unit member is assigned along with copies of the state laws regarding expulsion and suspension of students. Such site policies, procedures, and state laws shall be incorporated into a teacher handbook to be distributed to each unit member prior to the first student day or as soon as possible after the opening of a new school.

Copies of current editions of District policies and administrative regulations shall be on file at each school site and shall be available for reference by unit members upon request. A statement to this effect shall be included in the teacher's handbook.

The building principal shall meet with the site staff to solicit input for the development and implementation of site discipline policies and procedures. A committee

formed by October 15 which includes unit members selected by the faculty shall develop, review, and/or revise site discipline policies and procedures, as appropriate. The site discipline plan shall be reviewed annually with the staff by May 15 at a regularly scheduled staff meeting prior to adoption.

Discipline procedures established during the previous year to be in effect during the current year shall be operational as soon as possible in the current year.

The District shall provide the Association and each site principal copies of the District's monthly crime report and a semi-annual or quarterly report that includes the number of students suspended, the length of the suspensions, the number of students assigned Saturday School and the actual number of students that attended to the extent such reports are generated by the District and are not confidential.

(b) The District shall provide non-confidential information on students' background to unit members, as appropriate, upon the request of the unit member and shall provide access to student records to unit members with legitimate professional interest. Such access shall be in compliance with District policies.

(c) Pursuant to Section 49079 of the Education Code,

(1) The District shall inform the teacher of every student who has caused, or who has attempted to cause, serious bodily injury or injury, as defined in paragraphs (5) and (6) of subdivision (E) of Section 243 of the Penal Code, to another person. The District shall provide the information to the teacher based on any written records that the District maintains or receives from a law enforcement agency regarding a student described in this section.

(2) The District shall not be liable for failure to comply with this section, if, in a particular instance, it is demonstrated that the District has made a good faith effort to notify the teacher.

(3) For the 1991-92 school year, the information provided shall be from the previous two (2) school years. For the 1992-93 school year and each school year after, the information provided shall be from the previous three (3) school years.

(4) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(d) Teachers shall not inflict corporal punishment on students. Pursuant to Section 49001 of the California Education Code, "corporal punishment" means the willful infliction of, or willfully causing the infliction of, physical pain on a pupil. An amount of force that is reasonable and necessary for a person employed by or engaged in a public school to quell a disturbance threatening physical injury to persons or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupil, is not and shall not be construed to be corporal punishment within the meaning and intent of this section.

Section 2 - Unsafe Conditions.

(a) The District will neither require unit members to work under unsafe conditions nor require them to perform tasks which may endanger their health or safety.

(b) When in the judgment of a unit member, the continued presence in class, or on the campus, of a pupil represents a physical danger to the unit member, he/she may refer the matter to the appropriate site administrator for processing in accordance with state law and District procedures.

(c) Unit members will be notified whenever possible before the District utilizes toxic chemicals, such as pesticides, paints, carpet glue or cleaner, in work areas. Unit members shall notify the principal of medically documented allergies or conditions affected by such substances.

Section 3 - Safety Inspections and Reports.

The District shall provide the Association, upon request, with copies of safety and fire marshal inspection reports.

Section 4 - Home Visits.

No unit member shall be required to enter the home of a parent or to otherwise meet with a parent at an off-campus location when the meeting may be a danger to the safety of the unit member. The immediate supervisor shall authorize an alternative parent contact method, provide for a safe teacher-parent meeting, or relieve the unit member of the obligation to meet with a parent.

Section 5 - Student Suspension.

An employee may suspend for good cause, as defined in District policy, any pupil from such employee's class for the day of the suspension and the day following. The employee shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. As soon as possible, the employee shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the employee or the parent or guardian so requests. The pupil shall not be returned to the class from which he/she was suspended, during the period of suspension, without the concurrence of the employee teaching the class and the principal.

Section 6 - Exclusion.

The District, upon recommendation of the student's teacher, may exclude from the class any student who has filthy or vicious habits, appears to suffer from head lice, ring worm, impetigo, or other contagious or infectious diseases, suffers from a physical or mental disability, or who acts in such a way that good cause exists to believe that other students' and employees' health or safety is endangered. A student so excluded shall not be entitled to return to the classroom until such time as the District determines that the condition which prompted the exclusion no longer exists. The teacher shall be informed when the student is cleared to return.

Section 7 - Assault and Battery.

(a) Assault is defined as an unlawful threat or an attempt to harm another physically. Battery is defined as intentional and wrongful physical contact with a person without his or her consent that entails some injury or offensive touching.

(b) Employees shall immediately report all cases of assault and/or battery suffered by them in connection with their employment to their immediate supervisor who shall, according to statute, report the incident to the local law enforcement authorities. The Superintendent or designee will be notified of the incident and he/she may comply with any reasonable request from the employee for information relating to the incident or the persons involved.

(c) Assault, battery, and physical abuse, or verbal abuse of a unit member or other person may be cause for suspension or expulsion of the student engaging in such conduct. Such conduct should be reported immediately to the site administrator.

Section 8 - Committees.

The District shall maintain a District Safety Committee of which the Association shall appoint one third of the membership. The chair of the committee shall be the District designee.

Section 9 - Tuberculosis Exam.

Employees shall be required to provide evidence of examination of tuberculosis every four (4) years, or more frequently as provided in Education Code Section 49406.

Section 10 - Personal Property.

The District assumes no liability for loss or damage to personal property except as set forth in this Article.

(a) The cost of personal items (such as glasses or clothing damaged under extraordinary circumstances in the line of duty, excluding normal wear and tear) will be reimbursed to the unit member up to the amount of the unit member's personal insurance deductible (or a reasonable deductible for that item, whichever is less), not to exceed two hundred dollars (\$200) or the actual value of the item up to the amount of two hundred dollars (\$200), whichever amount is less. The District shall not reimburse any loss wholly covered by the unit member's insurance.

(b) Reimbursement for vehicle damage shall be limited to payment of the deductible amount of the unit member's insurance policy not to exceed two hundred fifty dollars (\$250) for damages resulting from malicious acts of others when an employee's vehicle, while the employee is acting in the scope of employment, is parked or driven on or adjacent to the school or at the site of authorized District activities. Collision, theft of an entire vehicle, any optional equipment attached thereto, such as hubcaps, a radio or tape deck, including tapes and cassettes, and damage to a vehicle resulting from actual theft of the vehicle are specifically excluded from this coverage.

When the claim involves a vehicle or theft of property, a report shall be made to the police and the police report number included in the claim.

(c) Personal property that unit members may wish to bring on campus (not personal items such as glasses or clothing) will be covered as provided in (a) above only when the unit member has received prior written authorization from the District.

Section 11 - Environmental Conditions.

(a) The District shall make every reasonable effort to provide separate and easily accessible staff smoking and non-smoking areas (rooms - if available with adequate ventilation) at each school site.

(b) Every reasonable effort will be made to relocate any unit member when the unit member has reported a temperature below 60 degrees F or above 90 degrees F in his/her indoor workstation.

(c) When the smog level reaches .20 parts per million oxidants in the air, the District shall make reasonable efforts to notify affected unit members, who will not be required to engage in strenuous activities.

(d) When a heat wave (predicted temperatures of over 105 degrees F) is predicted that will exceed one day, the District will monitor the temperature at the District Office on the first day and every day thereafter, of the predicted heat wave. The District will order minimum days for students at school sites with no air conditioning when the temperature for the following day is predicted to exceed 100 degrees F. This procedure will not be put into effect on the last school attendance day of any school week. If the District orders minimum days because of this provision, the District shall have the right to schedule additional instructional time to meet the requirements of Education Code Section 46201 provided that the work year of unit members is not extended beyond the required number of workdays.

Section 12 - Instructional Interruptions.

(a) Every reasonable effort shall be made to minimize the number of classroom interruptions as a result of school maintenance and/or custodial/installation activities.

(b) Intercoms and/or public address systems shall be used only during site designated times. The delivery of messages shall be limited to site designated times.

Section 13 - Telephones.

Every reasonable effort shall be made to afford unit members access to a telephone located to ensure reasonable privacy of conversation for school-related calls.

ARTICLE XIII - CLASS SIZE

Section 1 - Staffing Ratios.

(a) The District shall utilize the following classroom teacher-pupil ratios for initial projected staffing purposes and all budgetary planning as a guideline at each school

site. If the application of these ratios in the aggregate at any one school results in a fraction of one-half (1/2) or more, the next highest whole number of teachers shall be allocated to that school for initial projected staffing purposes.

- (1) Kindergarten: 1 teacher per 30 students projected.
- (2) Grades 1-3: 1 teacher per 30 students projected.
- (3) Grades 4-6: 1 teacher per 30 students projected.
- (4) Grades 6-12: 1 teacher per 27 students projected (six period student day); or 1 teacher per 32 students projected (five period student day).

(b) The term "Teacher" as used in subsections (1)-(4) above is intended to cover regular classroom teachers and does not include instructional aides, management personnel, psychologists, nurses, resource teachers, librarians, elementary music teachers, counselors, language/speech/hearing specialists, special education teachers, reading specialists, and the like.

Section 2 - Class Average Limits.

(a) During the school year, except as set forth in Section 4 below, if the actual number of students enrolled in an individual class average more than the numbers stated in subparagraphs (1) through (3) below for more than 20 consecutive working days, the site administrator shall, upon request of the affected teacher, develop a plan, after consultation with the affected teacher(s), to achieve a reduction within a reasonable time period.

- (1) Kindergarten: 32
- (2) First Grade: 30
- (3) Grades 2 - 6 (elementary): 33
- (4) Grades 6 -12: 36 in any one class and 165 students for a five (5) period teaching day exclusive of the classes set forth in paragraph 5 below. If less than five (5) periods are taught, the figure shall be prorated accordingly.
- (5) Special Day Class : 18
- (6) Self-contained bilingual: 28
- (7) High school remedial reading: 18
- (8) Middle school opportunity: 26

(b) March Mountain High School shall enroll no more than 22 students per classroom teacher.

(c) The foregoing shall not be construed to preclude the site administrator and affected staff from consulting earlier than the expiration of the twenty (20) working days to establish an appropriate plan where it is clear that the number of enrollees will exceed the number set forth above for more than twenty (20) working days. In such case the reasonable period of time in which to take action shall commence as of the first day consultation is requested after such fact becomes clear.

(d) The District shall staff language/speech/hearing specialists and RSP as provided in the Education Code.

(e) The District will staff Independent Study programs as required by State law.

(f) The District and the Association shall establish a prorated case load assignment for psychologists hired after July 1, 1992, based on the Side Letter Agreement to Article X, Section 1, dated June 30, 1989.

Section 3 - Exceptions to Class Size Maximums.

(a) Consistent with past practice, classes at the elementary and secondary level that have traditionally been in excess of the numbers set forth above such as physical education, ROTC, chorus, and band, as well as classes that have been traditionally below these maximums such as foreign language, shop, home economics, and remedial classes, shall not be governed by the ratios in Section 2. Physical education classes shall have no more than fifty-five (55) students per teacher with a maximum of 240 students for a five period teaching day. Classes at the high schools in English I (Developmental) and General Mathematics (9th grade) shall have no more than 25 students per teacher.

(b) At the elementary level, the District will use reasonable efforts to secure substitutes for absent teachers when a teacher is assigned responsibility for students who would have been assigned to a substitute (if one had been available) for any part of a school day, the District shall pay one (1) hour to the teacher at the hourly contract rate.

Section 4 - Certificated Support Services Staffing.

(a) The District shall maintain no less than the number of secondary counselor, elementary counselor, nurse, psychologist, librarian, and language/speech/hearing specialist positions as existed during the 1982-83 school year, except as such positions are reduced by attrition.

(b) The District will limit the case load for ESL/Bilingual pull-out programs to 100. The District will attempt to limit each teacher's assignment to no more than two (2) sites, but both the District and the Association acknowledge that sometimes assignment to additional sites may be necessary.

Section 5 - Contract Substitutes.

The District will create six (6) new bargaining unit positions, hiring two (2) contract substitutes at K-5, 6-8, and 9-12 levels.

ARTICLE XIV - CONTINUOUS SCHOOL PROGRAM (CSP)

Section 1 - General.

The District will provide no less than one hundred (100) workdays' notice to the Association prior to implementing Continuous School Program (CSP) education at any particular site in order that the Association can participate in planning and providing input prior to decision making. This Article shall be reopened for contract negotiations following the first year of CSP implementation at each additional level.

In addition, if the District decides to implement CSP at a comprehensive high school, it will give one hundred (100) workdays' notice of such intent to the Association and will meet and negotiate regarding issues arising because of the implementation at

the additional grade levels. If the District and the Association have not reached agreement by the end of the one hundred (100) workday notice period, the District will implement its last offer, the parties will continue to meet and negotiate in good faith, and both parties retain all PERB rights in regard to the implementation. The District and the Association will continue to discuss implementation of CSP programs during the term of the Agreement.

Section 2 - Transfer To and From Continuous School Program.

(a) The District shall make every reasonable effort to have participation in the Continuous School Program voluntary on the part of unit members.

(b) Unit members presently assigned to schools designated as Continuous School Program sites shall have the right to remain at those sites unless they become subject to involuntary transfer pursuant to Article XXI.

(c) CSP transfer requests shall be done in accordance with the provisions of Article XVII of the collective bargaining agreement, except as provided below:

(1) The District shall make every reasonable effort to transfer those unit members who do not wish to work in schools designated as Continuous School Program sites. Such unit member shall be given the first opportunity to transfer to vacancies in traditional school program sites. In any event, such unit members shall be interviewed for at least their first and second position choices.

(2) The District shall make every reasonable effort to make transfers from CSP prior to consideration of other transfer requests or the hiring of outside applicants.

(d) Within ten (10) workdays after the District notifies all unit members that a particular school has been designated as a Continuous School Program site, a unit member who wishes to leave must notify in writing the site administrator of his/her intention. The District shall provide the unit member with a list of all openings at traditional school program sites.

(e) Within fifteen (15) workdays after the District announces that a particular school has been designated as a Continuous School Program site, the District shall post at all school sites any available openings at Continuous School Program sites. Unit members interested in being transferred to a particular opening shall notify the Personnel Division in writing within ten (10) workdays from the date of posting.

(f) The District will provide a unit member involuntarily transferred into or out of a CSP school site one (1) day of released time for the purpose of relocating.

(g) The District will make every reasonable effort to avoid reassigning a unit member to a different track or involuntarily transferring a unit member after the beginning of the track to which the unit member is assigned.

Section 3 - Extended Year Assignment.

(a) The District will post openings for intersession assignments if it determines such sessions will be held. Unit members shall apply for intersession assignments

and selections for assignments shall be made as set forth in Article XXV, Summer School. The District shall compensate the unit member on intersession assignment at pro rata summer school assignment rates.

(b) No unit member will be required to work longer than one hundred eighty-four (184) workdays, except as provided in Article IX, Section 3 (new teachers), Article VII, Section 4 (psychologists), and Article VII, Section 5 (counselors). The District may provide for additional workdays for some bargaining unit positions. Such positions shall be offered to the unit member currently assigned to the position at the site(s) requiring additional service. If the unit member refuses, such positions shall be posted District-wide. Unit members who agree to work such additional days shall be compensated at their daily rate of pay for the extended work year. When extended year positions are assigned by July 1 of the school year, "CSP" shall be added to the position title only for the specific year in which the unit member's position is extended thus enabling the unit member to receive full credit for the additional days for purposes of the State Teachers' Retirement System.

(c) If a unit member is assigned to an extended year assignment at a CSP school that is more than 184 workdays, that teacher shall be considered to be more than 1.0 Full-Time Equivalent, in the ratio the extended assignment bears to the standard assignment of 184 days. For example, an RSP teacher with an annual assignment of 210 workdays shall be considered a 1.14 Full-Time Equivalent position.

(d) Unit members with an assignment in excess of a 1.0 Full-Time Equivalent position shall have a case load which does not exceed the Education Code limits for a 1.0 position plus the proportional case load attributable to the extended assignment. For example, an RSP teacher with an annual assignment of 210 workdays (1.14 Full-Time Equivalent) shall have a case load not to exceed 31.9 students (114% of 28). Such a teacher shall not have an active case load at any one time in excess of 28 students. "Active case load" means the number of students on a teacher's case load who are then on track.

(e) The remedies provided in Article XIII, Section 2(c), as well as the other provisions of Article XIII, shall apply to unit members with an extended assignment.

(f) If the District requires a unit member to complete an extra pay for extra duty assignment (such as spelling bee, science fair, or other paid duty) during off-track time, the District shall compensate the unit member at the prevailing contractual hourly extra duty rate. The District shall determine the appropriate number of hours to be compensated.

Section 4 - Track Assignments.

(a) During the initial stages of establishing a CSP site, the faculty and administration will meet to discuss the most equitable distribution of track assignments. It is the intent of this Article to allow the faculty and administration of a particular CSP site to determine track assignments to the greatest extent possible, with the District retaining the right to make final assignments. If track assignment agreement is not reached during the process, the site administrator shall assign teachers using the following criteria:

- (1) The educational needs of the program.
- (2) Seniority at the site.
- (3) Seniority in the District.

(b) Unresolved conflicts regarding track placement can be appealed to the Superintendent or designee who will render a decision within ten (10) workdays of written appeal.

(c) If two employees at a school site determine that they wish to exchange track assignments for the following school year, they may make a proposal to that effect to the site administrator prior to April 15. The administrator shall respond no later than June 1. All responses shall be in writing. If disapproved, specific reasons shall be provided.

(d) At the conclusion of each school year, the faculty and site administration will meet to redetermine track assignments. If agreement is not reached, the site administration will make such decisions using the criteria listed above.

(e) Except under exceptional circumstances, students who are off track will not be assigned to an on-track teacher's classroom for the purpose of making up instructional time.

Section 5 - Communications.

(a) Each CSP site administrator shall make reasonable efforts to communicate appropriate District announcements to employees who are off track. Examples include information regarding application for Mentor Teacher, CTIIP, transfers and leaves, extra duty assignments, school events such as Open House, Back to School, holiday observances, and faculty election matters.

(b) The District shall, upon request by a unit member, make reasonable efforts to notify that unit member during intersession or off-track assignment of any appropriate posted openings which may arise during intersession or off-track assignment. The unit member's request shall be in writing and will include a mailing address.

Section 6 - Substitutes.

Unit members not on duty status will be allowed but not required to substitute. The District shall pay unit members who substitute 140% of Step 1 of the Summer School Schedule found in Appendix B of this Agreement.

Section 7 - Evaluation.

(a) A unit member in a CSP school shall be notified of the identity of his/her evaluator(s) within fifteen (15) calendar days of the beginning of his/her initial track of the year in which the evaluation is to take place.

(b) Observation and evaluation procedures and schedules shall be in accordance with Article XV.

(c) Final evaluation conferences shall be held no later than thirty (30) calendar days before the end of the final track in the unit member's instructional year.

(d) Adjunct duties subject to evaluation shall be communicated to the unit member within thirty (30) calendar days of the beginning of the initial track of the unit member's work year. Adjunct duties may be changed, deleted, or added only in accordance with Article XV, Section 2(h).

Section 8 - Room Assignments.

(a) A "roving teacher" is a teacher in the year-round program whose classroom assignment changes when the tracks change. The District will seek volunteers before making roving assignments. Teachers assigned to a roving position will have two (2) subsequent years without roving unless otherwise agreed to by the unit member or under exceptional circumstances.

(b) An annual stipend equal to that of an elementary grade level leader at a traditional site shall be paid to unit members who are assigned to a roving position.

(c) Every reasonable effort will be made to ensure that shared room assignments be equitably distributed at each CSP site. The site administrator will make room assignments after consultation with the affected teachers.

(d) When teachers share a classroom, all teachers will have appropriate availability for storage space in the room being shared as well as that provided in other areas.

(e) Unit members assigned to kindergarten and self-contained Special Education programs will be exempt from roving assignments, except under exceptional circumstances.

Section 9 - Flexible Scheduling.

(a) A unit member may be permitted to exchange instructional days with another unit member who is appropriately credentialed and on satisfactory status.

(b) An exchange contract will be agreed to between the two teachers and signed by each.

(c) The signed agreement shall then be submitted to the site principal for approval at least ten (10) workdays prior to the beginning of the exchange. Such an exchange shall be approved or disapproved based on the needs of the District. If disapproved, the reasons for disapproval shall be in writing.

(d) Unit members may take the opportunity to attend conferences, workshops, or meetings which have been scheduled during periods of time when traditional calendar employees are on recess. Unit members wishing to participate in such events will be able to exchange days with off-track employees. The on-track teacher will then arrange to cover an equal number of days for the cooperating teacher.

(e) Applications for exchange days should be filed with the site administrator as soon as practicable but in no event later than five (5) working days before the exchange. Specific arrangements will be noted on a standard District form.

(f) Failure to carry out the service obligations under the approved exchange agreement shall result in a loss of pay for the unit member who fails the contractual agreement.

Section 10 - Extra Duty Site Assignments.

(a) Extra duty positions which the District determines require year-round services including, but not limited to, Grade Level Leader, Subject Area Lead Teacher, Student Body Activities Director, Drama Coach, Yearbook Advisor, Publications Director, Band Director, Pep Squad, and Vocal Music Director shall be funded on the basis of 120% of the annual rate. If the person in this position declines to serve while off track, the District shall pay the annual rate (100%), and may assign the duties to another unit member who will be paid the differential; i.e., 20%. Selection procedures for these interim positions shall be in accordance with Article VII, Sections 6 and 9.

(b) The District will fund CSP elementary extra duty programs as described in Appendix B "Elementary Schools" at 120% of the rate established for traditional calendar schools.

Section 11 - Program Termination.

If the District decides to eliminate CSP at one (1) or more sites, the District will provide the Association no less than ninety (90) days notice.

Section 12 - Working Conditions.

(a) The District shall make every reasonable effort to provide adequate materials, supplies, desk space, storage space (some of which will be lockable), moving assistance, an air-conditioned classroom environment, and air-conditioned multi-purpose rooms.

(b) All CSP K-5 regular, self-contained classroom teachers shall be assigned to a single school work site.

(c) The District shall make every reasonable effort to distribute students with special needs among the various tracks and to provide equitable distribution of special support services (i.e., ELD, RSP, SDC, L/S/H/S) to all tracks. Traditional and CSP programs shall have access to equivalent support services.

Section 13 - Salary.

(a) A unit member assigned to a CSP position shall be compensated on the same base salary schedule as a unit member assigned to a traditional calendar position. Advancement on the salary schedule shall be as provided in Article VII.

(b) Unit members who work at the CSP sites shall not be adversely affected by the application of the standards for advancing on the salary schedule or obtaining years of service credit as defined in Article VII of the collective bargaining agreement.

(c) If a unit member transfers into or out of a CSP site and in the process changes his/her pay cycle, the District will make every reasonable effort to accommodate the unit member's pay cycle to minimize interruption of regular pay warrants. Over or under payments that occur in any fiscal year will be handled as quickly and equitably as possible.

(d) Unit members assigned to a CSP site, for all or part of their regular assignment, shall be paid on a twelfthly basis, effective July 1.

(e) All unit members paid on a twelfthly basis shall be required to sign the Salary Agreement for Employees Paid on a Twelfthly Basis attached hereto as Appendix F.

(f) All probationary unit members paid on a twelfthly basis shall be required either to:

(1) Secure a bond to guarantee the repayment of any salary amounts paid but not earned; or

(2) Agree to be paid on an eleventhly basis, with the first salary payment due on the first pay day after the commencement of the unit member's assigned work year.

(g) Permanent unit members on a twelfthly pay cycle shall not be required to secure a bond for salary monies advanced at the beginning of a new fiscal year, but the District will not provide such unit members the first paycheck of the new fiscal year until the first regular pay day or at the end of the first student contact day, whichever occurs later. The unit member may elect to receive the first paycheck on the regular pay day by securing a bond to guarantee the repayment of advanced salary funds.

(h) If a bond is required by the District or elected by the unit member, the unit member may request in writing that the District withhold the bond premium from the unit member's first paycheck.

Section 14 - Leaves.

(a) Unpaid leaves of absence shall be allowed based on the CSP calendar; i.e., leaves will correspond with the length of the teaching session (trimester).

(b) All other leave provisions continue as provided in Article XXII.

(c) A unit member whose assignment extends beyond the traditional 184 work-days shall earn pro rata sick leave consistent with Article XXII, Section 1(c)(3).

Section 15 - CSP Calendar.

(a) CSP Calendars for the 1991-92 and 1992-93 school years are attached as Appendix C(2).

(b) There shall be 180 instructional days per year for the duration of the Agreement.

(c) The length of the work year for employees shall be the instructional days plus four (4) days, except that the District may require newly-hired teachers to work two (2) additional days.

(d) The District shall schedule five (5) 180 minute instructional days for the purposes of professional duties such as grading and/or classroom or instructional preparation. The District shall schedule two (2) non-student days for parent conferences as provided in Appendix C(2).

(e) The District may schedule other minimum days at its discretion for inservice training or District meetings, or other non-student days as provided in categorical programs. These minimum days shall be 215 minutes for K-5 students.

ARTICLE XV - EVALUATION PROCEDURES

Section 1 - Principles of Evaluation and Assessment.

The District retains the sole responsibility for the evaluation and assessment of performance of each employee, subject to the following procedural requirements. Any grievance brought under this Article shall be limited to a claim that the procedural requirements stated herein have been violated. Under normal circumstances, the site administrator (or his or her designee) shall have overall responsibility for the evaluation. If someone other than the site administrator (or designee) is the evaluator, or if the District changes the evaluator, the District shall, within a reasonable time, notify the employee. The District shall not request bargaining unit members to evaluate other bargaining unit members.

In compliance with law, discipline and discharge procedures may be undertaken independently of the evaluation procedures contained in this Article. This provision shall not, however, constitute a waiver of any right an employee may have to adequate notice of performance deficiencies and adequate opportunity to improve. Written evaluations shall be communicated using the observation, remediation, and evaluation forms shown in Appendix D, as applicable.

Section 2 - Procedures for Evaluation and Assessment.

(a) The District shall evaluate and assess employee competency as it reasonably relates to each of the following:

(1) The progress of pupils toward the standards of expected student achievement at each grade level in each area of study.

(2) The instructional techniques and strategies used by the employee.

(3) The employee's adherence to curricular objectives.

(4) The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities, including the performance of assigned adjunct duties.

(b) The evaluation and assessment of employee competency shall not include the use of publishers' norms established by standardized tests.

(c) The District shall not require that lesson planning be done in any particular format or require lesson plans to be turned in on a regular (daily or weekly) basis unless the employee has received notice of "needs to improve" or "unsatisfactory" performance. The District may request a lesson plan to be provided prior to a pre-scheduled observation.

(d) The District shall appoint an evaluator for each employee and inform each employee to be evaluated of his or her evaluator by October 31. The employee may request the District to assign an alternate evaluator. Each school shall hold a staff meeting prior to the beginning of each school year to discuss evaluation criteria and procedures. In the case of employees assigned after the beginning of the school year, such notification and meeting shall occur within thirty (30) calendar days of the assignment.

(e) The evaluator shall conduct no fewer than three (3) classroom (or other site) observations for temporary and probationary employees (and permanent employees in less than satisfactory status), and no fewer than one (1) such observation for permanent employees in satisfactory status during the evaluation year, prorated appropriately for employees assigned after the beginning of the year. The first observation shall occur within the first quarter, except as to employees assigned after the beginning of the school year.

(1) In the case of temporary and probationary employees and permanent employees in less than satisfactory status, at least one (1) of such observations shall be prescheduled at least three (3) workdays in advance. The classroom observations shall be no longer than sixty (60) minutes. This provision does not preclude non-scheduled classroom visitations and observations as an additional useful assessment technique, nor does it preclude classroom observations or visitations during a year in which the employee is not being evaluated. Any observation which impacts an employee's evaluation shall be written up on the District observation report form. All observation reports shall be provided to the employee.

(2) The evaluator shall provide the employee with a copy of the observation report within five (5) workdays after the classroom observation. Either the employee or the evaluator may request a conference to discuss the observation and/or observation report prepared by the evaluator within five (5) workdays. In such case, the conference shall be held within five (5) workdays from the request. The District and the Association acknowledge that unusual circumstances (such as illness of either the evaluator or the employee, or emergencies) may prevent compliance with the time limits set forth in this section.

(3) Observations shall be reasonable in number and duration, and in no instance shall be used to harass an employee. It is understood between the District and the Association that this Section 2(e) is an evaluation procedural requirement.

Comments on the final evaluation may include comments and information from previous observations or other written evidence of employee performance as related to Section 2 provided such information has been shared with the unit member prior to development of the written evaluation. In any event, the evaluation shall reflect and be consistent with the written documentation provided to the employee throughout the evaluation year.

(f) Evaluations and assessments conducted pursuant to this procedure shall be reduced in writing on the form attached hereto as Appendix D, and a copy thereof shall be transmitted to the employee not later than thirty (30) calendar days before the last day of student attendance of the school year. A meeting shall be held between the employee and the evaluator to discuss the evaluation, and such meeting shall be held prior to the last week of the school year. If the evaluation is "needs to improve" or "unsatisfactory" in any area, the meeting will be held within ten (10) workdays from the date of the delivery of the evaluation form to the employee.

(g) The District will evaluate probationary, temporary, and intern employees every year and permanent employees every other year, subject to the provisions of Section 3, below.

(h) Adjunct duties shall be assigned by the District. Such duties shall be reasonable, equitably distributed, mutually scheduled (or assigned if mutual agreement has been attempted but has not been reached), and communicated to all unit members at each school site. Adjunct duties subject to evaluation shall be communicated prior to October 15. Other adjunct duties which are subject to evaluation may be added, deleted, or modified by mutual agreement between the evaluator and the employee. The District may assign additional, necessary adjunct duties after October 15 by seniority, with the duties assigned first to the employee(s) with the least District seniority.

Section 3 - Remediation.

(a) If the employee's final evaluation is "unsatisfactory" in any area, he or she shall be evaluated the following year in all areas. If an employee's final evaluation is "needs to improve" in any area, he or she shall be evaluated the following year in the area(s) in which improvement is needed. In addition, at any time during the school year, the District may notify an employee in writing that his or her job performance is "unsatisfactory" or "needs to improve" and the reasons the evaluator has made such determination. In this event, the District and the employee shall meet as necessary to discuss specific recommendations for improvement of the employee's performance. A remediation plan shall specifically address identified weaknesses and describe a process of improvement; shall have a term of no more than six (6) weeks; and will, if unsuccessful, be followed by additional remediation plan(s). There shall be a conference at the conclusion of each remediation plan. The District may recommend or require an employee who has received written notice of unsatisfactory performance or needed improvement to participate in a District provided program designed to improve appropriate areas of the employee's performance. If the District requires such participation on a non-workday, or after 5:00 p.m., it shall pay the employee the negotiated hourly rate for his/her actual time in attendance.

(b) When an employee is rated "needs to improve," such employee shall be observed no more than once per week. When an employee is rated "unsatisfactory,"

such limitations shall not apply. Each observation shall be written up. A conference between the employee and his or her evaluator shall take place within three (3) days.

(c) Upon the request of the employee who has been rated "unsatisfactory," the District will appoint a second evaluator.

(d) If a first year probationary teacher ends the year in the "needs to improve" or "unsatisfactory" category and is reelected, he/she shall have two (2) observations prior to November 30. Each of these shall be followed by a conference with the observer and shall result in an updated evaluation form. Any second year probationary teacher who moves into the "unsatisfactory" category must be informed of unsatisfactory performance prior to February 15, except under extraordinary circumstances.

(e) The Association shall be notified within ten (10) days of the assignment of a teacher to a remediation plan unless the teacher involved specifically requests that the Association not be notified.

Section 4 - Association Representation.

(a) The District recognizes the right of representation in employment relations provided under Government Code Section 3543.1 as that section is interpreted by PERB and courts of competent jurisdiction.

(b) It is understood by the District and the Association that this right currently includes the right of an employee to have representation in any meeting with a person in a supervisory position which the unit member reasonably believes may lead to discipline or negative evaluation. Unit members shall not request and shall not be afforded Association representation at any classroom (or other site) observation.

Section 5 - Rebuttal.

(a) The employee has the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the employee's personnel file. If such response is filed, the evaluation document may be modified at the District's discretion.

(b) If a grievance relating to the evaluation procedures as set forth in this Article is filed, evaluation materials will be withheld from the personnel file until the grievance process is exhausted.

(c) Evaluations and other material of an evaluative nature shall be removed from personnel files and sealed, upon the employee's request, after four (4) years have elapsed from the date of evaluation.

ARTICLE XVI - NON-DISCRIMINATION

Section 1 - Non-Discrimination.

Neither the District nor the Association, to the extent required by applicable law, will discriminate against any employee on the basis of race, color, creed, age, sex, national origin, political affiliation, place of residence, disability, marital status,

membership or lack thereof in an employee organization (except as affected by Article VI) or participation or lack thereof in an employee organization.

Section 2 - Violations.

Any allegation of discrimination based upon race, color, creed, age, sex, national origin, disability, or marital status shall be processed in accordance with the District's affirmative action plan, and not through the grievance procedure set forth in this Agreement.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1 - Definition.

The purpose of this grievance procedure is to provide a means by which certain disputes may be resolved in an equitable and efficient manner. A grievance is a claim by an employee or the Association covered hereby that an express term of this Agreement has been violated by the District and that because of such violation an employee's/Association's rights have been adversely affected. A grievance shall not include any claims or requests to challenge, change, amend, or add to existing policy, rules or regulations, or to adopt or negotiate new policies, rules or regulations. A grievance also shall not include any employer-employee relations matters for which a different method of review is specifically provided by law.

Section 2 - Association Grievance.

(a) The Association may file grievances on its own behalf. Association grievances may be filed at the Superintendent's level and must be signed by the Association President or designee.

(b) If the same grievance or essentially the same grievance is filed by more than one employee, then the Association may process the grievance under this Article on behalf of the grievants after Level Three or earlier by mutual agreement of the District and Association.

Section 3 - Procedure.

An employee's grievance must be reduced to writing and submitted to the employee's immediate supervisor within twenty (20) working days after the act or omission giving rise to the grievance or within twenty (20) workdays of the date the grievant should have known of the act or omission. A workday shall mean any day during the calendar year except Saturday, Sunday and holidays.

(a) Level One - Informal:

Before submitting a written grievance, the grievant shall first have a conference with the employee's immediate supervisor to present the grievance orally and to attempt to resolve it informally.

(b) Level Two - Immediate Supervisor:

If the attempt at informal resolution is not successful, the grievance shall be reduced to writing. Using the standard grievance form, the grievant or the Association shall state the circumstances upon which the grievance is based, the date of occurrence, the identity and signature of the grievant, the specific sections and terms of this Agreement allegedly violated, and the remedy sought. The supervisor shall answer the grievance within ten (10) working days after receipt.

(c) Level Three - Superintendent:

In the event the grievant or the Association is not satisfied with the answer given, the grievant or the Association may appeal the decision to the Superintendent or designee within ten (10) working days after receipt of the grievant's supervisor's decision. The Superintendent or designee will communicate a decision in writing within ten (10) working days of receipt.

(d) Level Four - Mediation:

If the grievant or the Association is not satisfied with the decision at Level Three, it may, within ten (10) days, submit a written request for mediation of the grievance. In this event the Association shall, within five (5) days, submit to the California State Conciliation Service a written request for the immediate services of a mediator.

(1) The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.

(2) If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

(3) The District and the Association have agreed that this level (Level Four of this Grievance Procedure) may be waived by mutual agreement. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to arbitration.

(4) Statements and offers of settlement made in the mediation process shall not be referred to in subsequent proceedings.

(e) Level Five - Arbitration:

(1) Grievances which are not concluded pursuant to the procedures set forth in Sections 2 and 3, and which the Association desires to appeal, shall be submitted to arbitration as set forth in this section provided that written notice is given to the District by the Association within ten (10) working days after the conclusion of Level Four.

(2) If no agreement is reached within ten (10) working days, the parties shall request a panel from the California State Mediation and Conciliation Service. The

parties shall select an arbitrator from such a panel by the alternate striking of names. The party to strike the first name shall be chosen by lot.

(3) The fees of the arbitrator shall be shared equally by the parties. Either party may request a transcript of the proceedings prepared by a professional court reporting service and the parties shall share the expense equally. Each party shall bear the expense of the presentation of its own case and the District shall not be required to compensate the Association representatives, the grievant or any Association witness for any time spent at any arbitration, but all such meetings shall be conducted after the employee's workday unless the arbitrator cannot so schedule.

(4) The arbitrator shall have no power to alter, amend, change, modify, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other. No decision shall be retroactive beyond the beginning of the twenty (20) day period specified above and the arbitrator shall have no authority to hear and issue a decision upon more than one (1) grievance at a time unless the District and the Association expressly agree otherwise.

(5) Subject to the provisions of the California Code of Civil Procedure and this Agreement's specific exclusion of issues from the grievance/arbitration process, the decision of the arbitrator shall be final and binding. The grievance/arbitration procedures described above are to be the Association's and unit members' sole and final remedy for any claimed breach by the District of this Agreement, unless specifically otherwise provided herein.

Section 4 - General Provisions.

(a) Any grievance not processed by an employee in accordance with the time limits set forth herein shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. In the event a grievance is filed so late in the school year that the processing cannot be completed prior to the end of that school year, the further running of any of the time limits herein shall be suspended as of the last day of the school year, and the processing will be continued to the beginning of the next school year, unless both parties agree to pursue such processing during the summer months. If at any step the District fails to respond in a timely manner, the grievant may proceed to the next step. Any of the time limits set forth in this Article may be waived by written agreement between the parties. Any of the levels of procedures in this Article may also be waived by written agreement between the parties. The time limits set forth herein will begin to run upon the occurrence of the event stated or upon the receipt of any required writing.

(b) A grievant shall be entitled upon request to representation by the Association at any grievance meetings held after the informal conference with the immediate supervisor. Where the Association has not been requested to represent the grievant and the District is prepared to agree to a resolution of the grievance, the District shall not make any final resolution until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

(c) Grievance investigation and processing by Association representatives, not including the attendance at the meetings with District representatives, may be performed during the instructional day, but shall be conducted on non-classroom teaching time. A reasonable amount of release time without lost compensation shall be granted, if requested, to one Association representative to attend any meetings with District representatives which have been scheduled to discuss grievances.

(d) No reprisals of any kind will be taken by the District or the Association against any grievant, the Association or any participant in the grievance procedure because of the fact of such participation.

(e) Grievance forms and other forms necessary to the operation of the grievance procedure shall be agreed upon by the District and the Association as attached in Appendix E. The costs of typing and reproducing such forms shall be borne by the District.

ARTICLE XVIII - PERSONNEL FILES

Section 1 - Maintenance of Files.

The District shall maintain the personnel files of employees at the District Office. Such files shall be available for inspection as set forth hereafter. Any disciplinary action taken against an employee may be based only on materials which are contained or placed in the District Office personnel file.

Section 2 - Inspection.

Every employee shall have the right to inspect his or her personnel file upon request provided that the request is made at a time when such person is not actually required to render services to the District and when the personnel clerk responsible for employee files is available to be in attendance. Personnel files, which may be inspected, shall not include materials such as ratings, reports, or records which were obtained prior to the employment of the person involved or were prepared by identifiable examination committee members or were obtained in connection with a promotional examination.

Section 3 - Derogatory Material.

Information of a derogatory nature, except materials mentioned in Section 2 above, shall not be entered or filed unless, and until the employee is given notice and the opportunity to review and comment thereon. Such notice shall be at least fourteen (14) calendar days and the employee shall have the right to meet with his/her supervisor to discuss the accuracy of such information. If the supervisor agrees that any or all of such information is inaccurate, it shall not be placed in the personnel file. The employee shall also have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during business hours, and the employee shall be released from duty during other than student hours for this purpose without salary reduction. The foregoing time constraints shall not prevent the District from taking appropriate disciplinary action where permitted by law.

Section 4 - Hours of Inspection.

All employees who want to inspect their personnel files shall make advance appointments. Personnel files shall be available for inspection during regular office hours each day the office is open for business and during the District Office lunch hour at least two (2) days per week.

Section 5 - Log.

Each personnel file at the District Office shall have a sheet provided therein for any person who inspects the file to indicate his or her name and the date of inspection. The District shall issue instructions that all persons except clerical personnel should sign and date such sheet.

Section 6 - Identification of Material.

(a) All material of an evaluative and/or derogatory nature placed in a personnel file shall indicate the date it was prepared or placed in the file and who was responsible for its preparation.

(b) Any material of evaluative and/or derogatory nature shall be removed at the request of the employee after a period of four (4) years.

ARTICLE XIX - PUBLIC COMPLAINTS

Section 1 - Procedures.

(a) Written complaints received by the District shall be communicated to the employee's immediate supervisor who shall:

(1) Provide the employee with information as to the nature of the complaint and the name of the complainant;

(2) Furnish the employee with copies of any documents relating to the complaint;

(3) Notify the employee of meetings with the complainant;

(4) Schedule and be present at a meeting with the complainant if requested by the employee;

(5) Following any meeting as provided above, meet with the employee to evaluate the complaint; and,

(6) If requested by the employee, to assist the employee in arranging to have an Association representative present at any meeting at which the complainant is accompanied by a representative.

(b) In dealing with public complaints which cannot be settled at the site level, the District shall conform to the following procedures:

(1) Have the public complainant file a specific complaint on the District public complaint form which shall require specific allegations if it is to be processed above the site level. This must be filed with the Superintendent or designee within thirty (30) calendar days after the initial site meeting.

(2) Such formal complaint must be filed with the Superintendent within the school year in which the alleged incident took place or no later than October 15th of the following school year. The Superintendent or designee shall respond within fifteen (15) calendar days.

(3) The District shall encourage the complainant to meet with the unit member in an effort to resolve the complaint.

(4) If the meeting with the Superintendent or his/her designee does not resolve the issue, the public member may appeal the complaint to the School Board within thirty (30) calendar days.

(5) Any hearing of a public complaint by the Board of Education shall occur within thirty (30) calendar days of the filing of the complaint with the Board of Education.

(6) In investigating the alleged incident, students shall only be used to give testimony under the most carefully considered circumstances, and any interviews with students shall occur only after notice to the Association. Questions used in such interviews shall be developed after consultation with the Association.

Section 2 - Implementation of Procedures.

Complaints received from members of the public shall not be placed in the employee's personnel file without the District following the above procedures as applied.

Section 3 - Unsubstantiated Public Complaints.

Unsubstantiated public complaints will not be a part of the employee's personnel file. Documents relating to an unsubstantiated public complaint shall be sealed and filed under the complainant's name. Access to such file shall require the signatures of both the Assistant Superintendent-Personnel and the Association President or their designees. The materials may also be made available as required by law.

Section 4 - Visitations.

The District shall provide a uniform system for identifying legitimate visitors to each campus. Parents or guardians are encouraged to participate in classroom activities, but in no case are they granted uninterrupted or automatic access to the classroom. Persons deemed disruptive by the classroom teacher shall be prohibited from entering classrooms pending consultation with the principal and/or legal authorities as per Education Code Section 32211.

ARTICLE XX - REPORTING OF CHILD ABUSE

Section 1 - The District shall make available at each school site copies of the laws regarding the unit member's responsibilities of reporting child abuse and materials on how to recognize child abuse.

Section 2 - When a unit member notifies his/her immediate supervisor of an actual or potential case of child abuse, the supervisor shall provide immediate and positive assistance to that unit member in his/her fulfillment of legal responsibilities. Such assistance shall include, but not be limited to, providing copies of the official report forms, agency addresses or telephone numbers, a quiet and private place to complete the forms, and friendly and courteous assistance in completion of the forms.

Section 3 - The District shall respect and maintain the confidentiality of all information on child abuse which a unit member reports to the appropriate authorities to the extent provided by law.

ARTICLE XXI - TRANSFERS

Section 1 - Voluntary Transfers.

Employees may request to be transferred to positions for which they are qualified and credentialed. An employee may request a voluntary transfer at any time.

(a) A request for voluntary transfer shall be made in writing to the Personnel Division on a District provided form.

(b) Request for a voluntary transfer to a specific position shall be made during the period of the vacancy. The period of posting shall be no less than five (5) working days. However, employees may apply for a voluntary transfer prior to any known opening.

(c) If the Personnel Division and the receiving school principal approve, an employee requesting voluntary transfer need not go through the screening, evaluation, and interview process normally used in evaluating non-employee applicants for a position. Otherwise, such process shall be followed. All other factors being equal, the employee shall be given preference. All transfers shall be approved by the Personnel Division.

(d) No employee shall be overtly or indirectly pressured by the District to seek a voluntary transfer.

(e) If a voluntary transfer request from site to site is denied, the employee shall, upon written request, be provided with the specific reason for the denial in writing. Denial of a transfer request shall not be arbitrary or capricious in nature.

(f) Transfer requests shall remain valid until October 30 of the following school year.

Section 2 - Involuntary Transfers.

(a) An involuntary transfer is any transfer not sought or not requested or not agreed to by the employee transferred. Transfers shall not be made in an arbitrary or capricious manner nor for punitive or disciplinary reasons.

(b) Prior to an involuntary transfer from one site to another, an employee shall be given the opportunity to meet with a Personnel Division designee to discuss the impending transfer. The employee may suggest alternatives to the proposed transfer.

(c) Prior to an involuntary transfer from one site to another, an employee, upon request, shall be given written reasons for the impending transfer. The District shall make involuntary transfers at any time for the following reasons only:

(1) To establish or maintain a mix of teaching experience on such staff;

(2) To establish or maintain necessary capabilities at any school for bilingual instruction;

(3) To accommodate a change in school enrollment necessitating either the addition or deletion of staff; and,

(4) Whenever such transfer will benefit the educational program (including lawful affirmative action considerations).

(d) If there are two employees or more at a school who are to be considered for transfer based upon the factors listed above, and all other factors are equal, then the least senior employee (on a District seniority basis) shall be selected. However, the application of such seniority factor shall not operate so as to cause involuntary transfer of a unit member more than once in any two year period.

(e) Where there is a qualified volunteer with a transfer application on file, the District shall give first consideration to select such volunteer provided such selection is not inconsistent with the factors listed above.

(f) The District shall not involuntarily transfer three (3) or more unit members from one site to another unless it first gives three (3) days written notice to the Association of such transfers.

Section 3 - Transfer of Program.

If a program (i.e. GATE, Special Education) is transferred from one site to another, a unit member currently assigned to the program involved in a transfer will remain with the program if he/she so chooses and has satisfactory evaluations.

Section 4 - Posting.

All vacancies involving new hires for positions in the bargaining unit shall be posted at each school on the Association bulletin board. A copy will be provided to the Association.

Section 5 - Definition.

A "Transfer" shall mean a change of school, grade level, or department.

Section 6 - Exclusion.

This Article does not apply to interns.

ARTICLE XXII - LEAVES OF ABSENCE

Section 1 - Paid Leaves of Absence.

(a) The only leaves of absence for which compensation may be paid are set forth below.

(b) All employees shall be entitled to sick leave benefits and such sick leave benefits shall be cumulative and transferable within the state of California pursuant to Section 44979 of the California Education Code. Such sick leave benefits may be used for personal illness and personal necessity as established in this Agreement.

(c) Sick leave.

(1) On the first day of every school year, every employee shall receive a sick leave allotment credit equal to the employee's sick leave entitlement for the school year. Any employee may use such credited sick leave at any time during the school year. When an employee has used all or a portion of the sick leave allowable and subsequently fails to serve the District for the full school year, an appropriate dollar amount shall be deducted from the employee's final salary warrant. The appropriate amount shall equal the employee's daily rate of pay times the number of sick leave days used but unearned.

(2) One day of sick leave will be earned for each 18.4 days of being on paid status during the regular school year but no less than ten (10) days for working the entire school year as set forth in Appendix C.

(3) Sick leave may be earned for other than a full day of being on paid status during the regular school year as determined by the following formula: total hours worked divided by the number of hours in the established full day equals total days divided by 18.4 days equal sick leave earned. Thus, it will take 18.4 times the number of hours in a full day to earn one day of sick leave.

(4) Sick leave shall be cumulative. Sick leave accrual and use shall be calculated on the basis of one (1) hour increments and not in any other portion.

(5) An employee may use sick leave when quarantined by the County or City Health Department because of another's illness.

(6) The District shall provide each employee with a written statement of the employee's total accrued sick leave, including the sick leave entitlement for the school year. Such statement shall be provided no later than November 15 of each school year.

(7) An employee absent in order to keep an appointment with a physician or dentist will have the time absent charged to sick leave.

(d) An illness absence shall be an absence of the employee due to illness or disabling condition which prevents the employee from performing such employee's professional functions including but not limited to the following: physical or mental illness, medical, dental or psychiatric appointments and any disabling condition which prevents the employee from performing professional functions.

(e) A physician's certificate or other proof of illness or disabling condition may be required by the District for any illness or disabling condition in which the absence is three (3) days or more or when the employee has been informed that verification for future absences will be required. The District agrees that it will not exercise its discretion to require verification for absences in an arbitrary or unreasonable manner.

(f) After an employee has exhausted available sick leave and continues to be absent on account of illness or accident, such employee shall be paid no less than the difference between regular salary and the daily rate of pay of a substitute, if one has not been employed, or the difference between the absent employee's regular salary and the rate paid to the substitute employee if one is employed to fill said absent employee's position, for a period not to exceed five (5) school months within a school year. Only one five-school-month period of extended illness leave may be taken for the same illness or injury. At the expiration of the paid extended illness leave, the employee may request a non-paid extended illness leave pursuant to Section 2(h).

(g) Maternity leave.

(1) The District shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, or recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

(2) Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

(3) Except as provided herein, written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other temporary disabilities.

(h) Personal necessity leave. Employees may use at their election accumulated sick leave (not to exceed seven (7) days per year) for cases of personal necessity for the following reasons using the procedures below.

(1) Personal necessity not requiring advance permission to be absent from duty:

a. Serious illness or death of the unit member's immediate family or death of a member of the unit member's family (not to exceed three (3) days) beyond that provided under subsection (i) below.

b. Accident involving his/her person or property or the person and property of a member of his/her immediate family.

(2) Personal necessity requiring advance permission before being absent from duty:

a. Appearance in any court or before any administrative tribunal as a witness under subpoena or other agency order made with jurisdiction.

b. Personal business not to exceed three (3) days per year. In order to take personal business leave a written request must be made at least three (3) school days prior to the date of such leave. Such leave may not be taken the first five (5) and the last five (5) days of any school year or the day before or after a holiday or vacation without prior written approval of the Superintendent except in the situations set forth in the preceding sentence. The District shall not require employees to state reasons for personal business leave. The number of employees on personal business leave may not exceed ten percent (10%) of the employees at any work site who are covered by this Agreement. Requests for personal business leave will not be denied for arbitrary or capricious reasons, nor will such denial be punitive in nature.

c. Parental non-medical absences of two (2) days per year shall be granted following the birth of a child or the adoption of a child. In addition to this leave, a unit member may elect to take up to three (3) personal necessity leave days for this purpose as provided in Section (h)1 above within thirty (30) calendar days of birth or adoption.

d. Religious holidays normally standardized by the religious denominations may be observed by personnel upon request as long as the total number of personal necessity days is not exceeded.

(i) Employees shall be entitled to a leave of absence not to exceed five (5) days on account of the death of any member of the employee's immediate family. Immediate family shall be defined as mother, father, grandmother, grandfather, grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, and sister-in-law of the employee or any relative living in the immediate household of the employee.

(j) Employees under this Agreement who are absent from duty because of industrial illness or injury qualifying for Workers' Compensation are granted Industrial Accident and Illness Leave. Such leave shall apply from the first day of any such absence from duty to and including the last day of such absence from duty but not exceeding sixty (60) working days in any fiscal year for the same industrial accident or illness.

(1) The amount of the salary paid to personnel on Industrial Accident or Industrial Illness Leave shall be the same as the individual normally received prior to the accident. Any benefits received from the Workers' Compensation fund shall be deducted from the amount paid to the employee by the District.

(2) Upon termination of sixty (60) days of absence because of industrial accident or illness, whether they are receiving Workers' Compensation benefits or not, personnel may use that portion of the accumulated sick leave as to maintain their income not to exceed their regular salary.

(3) During the period of Industrial Accident or Illness Leave, the District shall issue personnel appropriate salary warrants and shall deduct retirement and other authorized contributions from such warrants.

(4) Reporting industrial accidents and/or industrial illness shall be the responsibility of the employees so afflicted. Such report shall be made within twenty-four (24) hours of the time of said accident or illness and/or such time as twenty-four (24) hours relates to the next working day unless the employee is not medically capable. In such cases, the report shall be made as soon as such employee is medically capable.

(k) When employees are called to temporary military service, they shall be released without loss of salary for the term of temporary duty not to exceed thirty (30) calendar days.

(l) An employee shall be entitled to paid leave for jury duty when legally summoned to such duty. Any pay received for jury duty services other than per diem and travel pay shall be reimbursed to the District. An employee called to jury duty but released for a part of a day shall report immediately to his or her job site supervisor and serve for the remainder of the workday.

(m) An employee who is duly subpoenaed to appear in court before an administrative agency in a matter related to the employee's District employment shall be afforded up to two (2) days personal necessity leave, even if the employee has exhausted his/her entitlement to personal necessity leave. The District may afford an employee leave time not charged to personal necessity leave or sick leave under appropriate circumstances.

(n) All employee leaves under this section shall be considered leaves with pay, and a continuation of all job benefits shall be paid by the District.

Section 2 - Non-Paid Leaves of Absence.

(a) All leaves described under this section shall be without pay during the term of leave and shall be approved by the Board of Education. The regular pay received by the employee on leave and all benefits from employment shall be discontinued.

(b) Whenever practically feasible, an employee returning from a non-paid leave of absence approved by the Board of Education will be returned to the job site to which the employee was assigned before his approved leave. If it is not practically feasible to return the employee to this exact job site, the District will attempt to return the employee to a position as nearly like the one the employee left as possible.

(c) Personal leave of absence may be requested by the employee. Leaves of absence for personal reasons, five (5) days or less, may be approved by the Superintendent. All requests for personal leave greater than five (5) days shall be submitted to the Board of Education for its consideration. Such leaves may be approved by the

Superintendent or the Board, as the case may be, when it is determined that the employee can be released for the period in question without seriously impairing the program for which the employee is responsible.

(d) The Board may approve a leave of absence not to exceed one (1) year nor to be less than one (1) academic semester for the purpose of attendance and enrollment of the certificated employee in a course of study at an accredited institution in an area relating to his/her professional assignment.

(e) With respect to employees in military service, the provisions of federal law shall apply.

(f) A leave for travel and study may be approved by the Board of Education upon request by the employee. The request for such leave should be accompanied by a planned itinerary and an outline of subjects to be studied during the period of leave. Such leaves may be approved for no less than the duration of one (1) school semester or one (1) academic year.

(g) A leave for the purpose of child care may be approved by the Board of Education upon request of an employee. Child care leaves may only be approved to terminate at the end of a semester. In no case shall child care leave be approved for a period longer than two (2) consecutive semesters. The child care leave is designed for the post natal care of an infant and may only be approved for that purpose.

(h) An extended illness leave may be approved by the Board upon the request of an employee whose condition of health is described by a licensed physician as such that the employee is prevented from performing his/her professional functions. Such a determination shall be provided the District in a written statement from a licensed physician. Any such leave should be designed to terminate at the end of the semester. Return from such leave may only be effected at the beginning of a semester with no less than ten (10) days written notice to the Superintendent.

(i) The Board may approve a leave of absence not to exceed one (1) year nor to be less than one (1) academic semester for personal reasons.

(j) In the event that a unit member serves as an elected public official, he/she may arrange with the District a partial leave of absence in half or full day increments to attend to governmental business not to exceed ten (10) instructional days.

Section 3 - Teacher Exchange Programs.

Employees shall be allowed to participate in teacher exchange programs which provide for exchanging positions with teachers of like status from school districts in other parts of the country or world, upon approval of the proposed exchange by the Board.

ARTICLE XXIII - PROFESSIONAL GROWTH

Section 1 - This Article applies only to those unit members who, as of September 1, 1985, do not hold a clear multiple or single subject teaching credential. This Article

does not apply to unit members who possess only emergency or preliminary credentials.

Section 2 - Those unit members to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of one hundred fifty (150) clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5)-year period. The five (5)-year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985.

Section 3.

(a) The District shall designate only evaluation certified certificated administrators to serve as Professional Growth Advisors (herein "Advisors"). A list of these Advisors, including work location and a brief biography on the experience of the Advisor, will be published by the District annually prior to the beginning of the school calendar year.

(b) In addition, the District shall develop a procedure for certifying Professional Growth Advisors who are employed outside the District in such capacities as college program advisors. Such outside advisors shall be authorized solely for individuals upon application.

(c) The responsibility of an advisor shall be to determine if activities identified on the Professional Growth Plan of a credential holder who is subject to the provisions of this Article comply with pertinent Education Code, Administrative Code Title V Sections, and the California Professional Growth Manual (hereinafter referred to as "manual"). However, neither the Advisor nor the District shall incur any liability to the credential holder for noncompliance. The credential holder retains full responsibility for obtaining and maintaining an appropriate credential.

(d) A new Advisor selected by the unit member from the District list shall have no authority to require modification of a previously approved plan. A credential holder's evaluating administrator may not act as that candidate's Advisor.

Section 4 - The District and the Association shall provide a joint inservice for credential holders no later than October 1 of each school year. This meeting shall be mandatory for all credential holders who are new to the District or have acquired a new credential subject to the Professional Growth Requirements.

Section 5 - Association activities which comply with the Education Code shall be allowed as professional growth activities. Upon the request of the credential holder and Advisor, the President of the Association shall provide verification of participation or completion.

Section 6 - Acceptable professional growth activities shall include, but not be limited to, the following:

(a) Enrollment in courses from a regionally accredited college and university.

- (b) Participation in professional conferences, workshops, or lectures by persons of expertise in education.
- (c) Participation at Teacher Education/Computer Center, Teacher Center, staff development or similar educationally focused institutions.
- (d) Service as Mentor Teacher or working under the direction of a Mentor Teacher.
- (e) Participation in curriculum development projects.
- (f) Participation in systematic programs of observation and analysis of teaching.
- (g) Participation in alternative work experience programs, paid or voluntary, in which the unit member fulfills new professional responsibilities for a specific period of time.
- (h) Attendance at cultural experiences such as museums or musical, dramatic or dance productions, or crosscultural immersion in the language and culture of an ethnic or national group.
- (i) Service in a leadership role in professional organization.
- (j) Participation in educational research or innovation efforts.
- (k) Participation in creative endeavors in areas such as TV, music or art.
- (l) Publication of professional articles in professional journal.
- (m) Travel related to teaching area and credential area.
- (n) Participation as an exchange teacher.
- (o) Participation in a speaker's bureau or on talk shows on education-related committees.
- (p) Membership on state or local education-related committees.
- (q) Service as a master teacher for student teachers.
- (r) Attendance at meetings called for the purpose of inservice training.
- (s) Leadership role in educational activities outside the school workday.
- (t) Previewing and evaluating instructional materials.

Section 7 - A clock hour for purposes of credited professional growth activities shall be the actual time spent in the activity including preparation time spent if a presenter of the course. College, university or equivalent courses shall be credited as at least fifteen (15) clock hours for each semester unit, ten (10) clock hours for each quarter unit,

thirteen (13) clock hours for each trimester unit, or the actual number of class/lab hours required, whichever is greater.

Section 8 - Nothing in the professional growth requirements or procedures thereof shall impact, be a part of, or modify the performance evaluation.

Section 9 - By October 15 of each school year, the District shall notify in writing each credential holder of his/her deadline date for completion of his/her professional growth requirements. For employees hired after October 1, the District shall so notify within sixty (60) days of the first date of employment.

Section 10 - Professional Growth Advisors.

(a) An Advisor shall complete and return to the credential holder certification of initial plan, initialing of any revisions or verification of completion within ten (10) work-days of submission to the Advisor.

(b) A unit member may amend a Professional Growth Plan by adding, deleting, or changing any of the original or previously amended goals or proposed activities.

(c) The Professional Growth Advisor shall initial an amendment to a Professional Growth Plan which complies with state laws and regulations.

(d) If an Advisor finds that he/she cannot certify an initial plan, initial a modification, or verify completion, the Advisor shall notify the credential holder of the reason(s) in writing within ten (10) workdays of submission.

(e) No Professional Growth Advisor or other person shall compel a unit member to include any particular activities in his/her Professional Growth Plan.

Section 11 - The District shall provide a copy of the manual to each unit member to whom this Article applies by October 15 of each year or within thirty (30) calendar days of start of employment for those unit members who begin their employment after the opening of school. Verification of receipt of the manual shall be maintained in the Personnel Division. The credential holder shall maintain the records required by the manual and shall provide a copy of said records to the Personnel Division prior to October 1 of each year.

Section 12 - If a credential holder believes that his/her Advisor has taken an adverse action that he/she considers to be unfair, arbitrary or contrary to the terms of the Education Code, the credential holder may select another Advisor or appeal the adverse action to the Executive Secretary of the Commission on Teacher Credentialing.

ARTICLE XXIV - MENTOR TEACHER PROGRAM

Section 1 - Election to Participate.

The District and the Association are committed to excellence in education, and therefore the District, with the concurrence of the Association, elects to participate in the Mentor Teacher Program.

Section 2 - Mentor Teacher Program Description.

(a) **Number of Positions.** The District shall identify the number of positions to be fully funded. In no case shall the number of positions exceed the number fully funded by the State of California. The District may elect in any school year not to participate in the Mentor Teacher Program.

(b) **Stipend for Mentor Teachers.** The stipend for each position shall be as designated by law. There shall be no additional pay of any type for the performance of mentor assignments. The stipend shall not qualify for application for State Teachers Retirement System contributions or benefits.

(c) Term of Mentor Teachers.

(1) Mentor Teachers shall be appointed for a term of one (1) school year. Additional terms of one (1) school year each up to a total of three (3) consecutive years may be offered by the Mentor Teacher Nominating Committee. Such offers shall be based upon the Mentor Teacher's prior year evaluation and shall not require formal reapplication by the Mentor Teacher. Mentors who have served four (4) consecutive years may reapply after a one (1) year break in service.

(2) Proration of the Mentor Teacher annual stipend shall occur only when nonprogrammatic circumstances, such as extended absence for health reasons, prevent the Mentor Teacher from completing the designated mentorship period. The amount paid the Mentor Teacher who does not complete the mentorship period shall be based on the number of months worked in relation to the number of months in the mentorship period.

(3) One (1) year of service is defined as July 1 to June 30. Those Mentor Teachers selected to serve terms funded by additional allocations will serve from the time of notification for a twelve (12) month period.

(4) A Mentor Teacher may withdraw from the Mentor Teacher Program upon written notice to the Superintendent.

(d) Selection Criteria for Mentor Teachers.

(1) A Mentor Teacher must meet the following general selection criteria:

a. Must be tenured at time of application.

b. Must be a classroom teacher and must remain a classroom teacher to retain mentor status. Classroom teachers do not include counselors, nurses, psychologists, or any unit members who are not regular full-time classroom teachers.

c. Must be able to affirm by evidence the following:

1. A mastery of the subjects taught.

2. A solid belief that all students can learn, and that setting high expectations contributes to their achievement.

3. Teaching techniques and strategies that permit the applicant to teach the same subject at different levels.

4. Development of a mode of classroom management which minimizes the nonproductive behavior of students.

5. A habit of modeling for students' appropriate conduct, skill in English, and courteous interpersonal relationships.

6. A reputation for fostering excellent student performance.

7. The respect of colleagues.

(2) A Mentor Teacher must be qualified to perform the duties set forth in the District job description for the Mentor Teacher position for which the teacher has applied.

(e) Duties of Mentor Teachers.

(1) The Mentor Teachers shall work under the direction of the Superintendent or designee.

(2) Mentor Teachers shall work individually with the Superintendent or designee to establish in writing a mutually acceptable performance plan specifically detailing the tasks to be accomplished, the time in which the tasks are to be completed, and the basis for successful completion of the tasks.

(3) The Mentor Teacher shall work with individual teachers. This relationship is seen as a close, one-on-one or small group relationship, such as that between a teacher and a student teacher. Duties could include the following:

a. Model a variety of teaching strategies.

b. Model elements of effective instructional programs.

c. Model effective discipline techniques. These could include assertive discipline, conflict management, etc.

d. Prepare curriculum materials related specifically to this program. Examples would be the preparation of lesson plans utilizing specific sections of the Course of Study or unit preparation that shows the development of Course of Study content.

(4) A Mentor Teacher shall have responsibility for working with no more than five (5) individual teachers at a time.

(5) Teachers who will work with a Mentor Teacher shall be temporary or probationary teachers assigned by the administration or tenured teachers who request or consent to assistance from a Mentor Teacher.

(6) All mentee participation in group meetings will be voluntary.

(7) Mentor Teachers shall not evaluate other teachers.

(8) The hours of work to be performed outside of the regular school day or year by a Mentor Teacher shall be reasonable. The District and the Association agree to a guideline of 150 hours per year outside the workday/work year. Mentor Teachers may count their actual preparation time for a substitute (up to two hours for a full day or one hour for a half day) on days when the Mentor Teacher is released from classroom teaching assignments to perform mentor services, so long as such preparation time takes place outside the regular workday.

(9) Each Mentor Teacher and the Superintendent, or designee, shall agree on the amount of release time necessary for the Mentor Teacher to fulfill the assigned duties, but in no case shall this exceed twenty (20) days in a school year. The twenty (20) days may be taken as forty (40) half days, or any equivalent combination of full and half days.

(f) Evaluation of Mentor Teachers.

(1) Mentor Teachers shall be evaluated in relation to their mentor assignment by the Superintendent or designee. The evaluation of the mentor teacher's performance of his/her responsibilities shall be reviewed by the Mentor Teacher Nominating Committee during the scheduled time for selecting the new Mentor Teacher nominees. The Mentor Teacher shall receive notification of eligibility at such time as the list of nominees is made.

(2) No evaluation of the Mentor Teacher program shall be a part of the Mentor Teacher's personnel file. This does not preclude an entry in the employee's file that he/she was a Mentor Teacher.

(g) Application and Nomination Process of Mentor Teachers.

(1) The District shall post at all school sites vacancy announcements and job descriptions with a deadline date for applications clearly indicated on the announcements. The job description shall describe the duties of the Mentor Teacher positions(s) available, and shall indicate the time period in which such duties are to be performed.

(2) The application and nomination process shall be completed by the Mentor Teacher Nominating Committee no later than May 1. The Mentor Teacher Nominating Committee shall prepare a list of eligible teachers who were not selected for existing Mentor Teacher positions. This list shall be used to fill any additional positions allocated by the state. The list shall be prioritized within high school, middle school and elementary categories. If an inadequate number of names of nominated teachers exists, the application process shall be reopened when the allocated funding from the state is made known.

(h) Application for Mentor Teacher Positions.

Teachers desiring mentor status shall apply for specific Mentor Teacher assignments by completing and submitting the following documents to the Mentor Teacher Nominating Committee in care of the chairperson of that committee for the current year:

(1) Letter indicating why the applicant wishes to become a Mentor Teacher and stating why the applicant believes he/she is qualified.

(2) Application form provided by the District which includes the names and addresses of two (2) colleagues and the applicant's current supervisor, each of who is willing to complete and return a reference questionnaire about the applicant, and an authorization that his/her personnel file may be inspected as a record of his/her previous work.

(i) Final Selection of the Mentor Teachers.

(1) The final selection of any candidate as a Mentor Teacher shall be by action of the Board of Education based upon the recommendation of the Mentor Teacher Nominating Committee. The Board of Education may reject any nomination. The decision of the Board of Education is final and binding.

(2) The Board of Education may meet in closed session to consider the appointment of any nominee to be a Mentor Teacher in the same manner that it may consider the appointment or employment of other employees.

(j) Selection of the Mentor Teacher Nominating Committee.

(1) Classroom teacher members of the Mentor Teacher Nominating Committee shall be chosen by secret ballot election conducted among all probationary and permanent classroom teachers in the District. The Association shall conduct the election. Any permanent classroom teacher shall be allowed to place his/her name on the ballot.

(2) The Mentor Teacher Nominating Committee shall have seven (7) members, three (3) of whom will be administrators appointed by the District and four (4) of whom will be classroom teachers. The four (4) classroom teacher members shall include one (1) member from grades kindergarten through five, one (1) member from grades six through eight, one (1) member from grades nine through twelve, and one (1) member-at-large.

(3) The non-voting chairperson of the Mentor Teacher Nominating Committee shall be the Superintendent or designee.

(4) The term of a committee member shall be two (2) years.

(5) In the event a teacher member of the Mentor Teacher Nominating Committee is unable to serve, the Association will conduct a secret ballot election, as above described, to fill the remaining term of the classroom teacher member if time permits. Otherwise, the Association President and Executive Board shall appoint an interim replacement.

(6) Classroom teacher members of the Mentor Teacher Nominating Committee must be permanent employees of the District.

(k) Duties of the Mentor Teacher Nominating Committee.

(1) It shall be the responsibility of the Mentor Teacher Nominating Committee to evaluate new applicants for the Mentor Teacher program through a variety of screening devices. This evaluation may include, but not to be limited to, a paper-screening process, an interviewing process, a review of the applicant's personnel file, and other assessment activities as deemed necessary by the Committee in order to determine the best qualified candidates.

The evaluation of each final candidate shall include one classroom observation by a classroom teacher and administration member of the Mentor Teacher Nominating Committee and shall include input from the candidate's school site administrator.

(2) It shall be the responsibility of the Mentor Teacher Nominating Committee to review the evaluation of any Mentor Teacher applying for an additional term.

(3) Each Mentor Teacher Nominating Committee member shall vote on each applicant, and the vote shall be tallied on each name. Recommendations shall be made based upon a majority vote of at least five (5) favorable votes.

(4) None of the materials associated with application and consideration of service as a Mentor Teacher shall be placed in the teacher's personnel file.

(5) All Committee deliberations shall be confidential.

(6) The Mentor Teacher Nominating Committee shall submit a recommendation to the Board of Education for each Mentor Teacher assignment.

(7) The Mentor Teacher Nominating Committee will monitor the number of hours served by Mentor Teachers and will advise the District if any Mentor Teacher's outside hours become unreasonable.

(8) The chairperson's role shall be to facilitate the work of the Mentor Teacher Nominating Committee, to call the Committee meetings, to keep the Committee on task, and to interpret District rules, regulations, and policies. The chairperson shall keep notes of the meetings and write the final report to the Board of Education.

(9) The Mentor Teacher Nominating Committee may act whenever a quorum is present. A quorum consists of five (5) members, at least two (2) of whom are classroom teacher members and at least one (1) of whom is an administrative member.

(10) The Mentor Teacher Nominating Committee will make absentee ballots for selection available to any member, upon request. Committee members may vote by absentee ballot, submitted prior to the Committee meeting at which voting takes place.

(11) A member of the Mentor Teacher Nominating Committee may not be a candidate for a Mentor Teacher position.

(l) Released Time and Compensation for Mentor Teacher Nominating Committee Members.

(1) The District will provide released time for Mentor Teacher Nominating Committee members when meetings are scheduled by the Superintendent or designee during the workday.

(2) When Mentor Teacher Nominating Committee meetings are scheduled by the Superintendent or designee during the nonwork time outside the workday or work year, the District will pay the classroom teacher members the hourly contract rate for extra duty committee work.

(3) The District will pay the classroom teacher members of the Mentor Teacher Nominating Committee ten dollars (\$10) for every written classroom observation report submitted to the Committee. When classroom observations are scheduled, Committee members will be expected to do a minimum of two (2) observations in one day as directed by the Committee.

Section 3 - Classroom Teacher Instructional Improvement Program.

The District and the Association agree that the District will notify the State of California of its intent to participate in the Classroom Teacher Instructional Improvement Program (CTIIP), and that the Mentor Teacher Nominating Committee shall be the "CTIIP Grant Committee" for purposes of such program.

(a) **Application Time Line.** The application process for CTIIP grants for the ensuing school year shall be open from May 1 through August 15 of the previous school year.

(b) Selection of CTIIP Grants.

(1) The Grant Committee shall meet during the week prior to the teacher orientation week, and shall prepare a prioritized list of grants.

(2) Recommendations for funding of CTIIP grants shall be from this list.

(3) If the State funds more grants than appear on the prioritized list, the application process shall be reopened.

(4) If the State funds less grants than appear on the prioritized list, as many grants as possible will be recommended for funding, and the remainder will constitute a prioritized list for any additional CTIIP funds that become available in that school year.

ARTICLE XXV - SUMMER SCHOOL

Section 1 - Posting.

On or about April 1, the District shall post job announcements for summer school positions on employee bulletin boards at each site.

Section 2 - Student Enrollment.

Job openings as described in Section 1 above shall, in all cases, be contingent upon actual enrollment. Employment of employees for summer school positions shall be considered as tentative until such time as sufficient enrollment for the offering of classes is established.

Section 3 - Class Limits.

The District shall follow its practices as to combination classes to the extent practicable.

Section 4 - Selection.

(a) Employees qualified to apply for summer school positions shall be those who have completed the written application form, who have the appropriate credential/authorization to provide service in the subject/grade level for which they have applied, and who have no "unsatisfactory" or "needs to improve" evaluation ratings within the last two (2) years.

(b) The District shall paper screen qualified employees by using preestablished criteria (such as credential, experience in the content area or grade level, experience within the District).

(c) The District shall afford the opportunity to the Association to appoint one (1) member to the selection committee.

(d) The District shall use its regular competitive selection process to make final selections for summer school positions.

(e) Summer school positions will be filled by current District employees. However, if no qualified employee (who meets the paper screen criteria) applies for a particular position by the deadline, the District may hire a non-employee for the position, using its regular recruitment and selection processes.

Section 5 - Pay.

Summer school pay shall be as provided in Appendix B of the Agreement.

Section 6 - Scheduling.

Whether or not summer school shall be held shall be the sole decision of the Board. Summer school for grades K-8 shall not exceed five (5) weeks and summer school for high school shall not exceed six (6) weeks. Such days shall not exceed four and one-half (4-1/2) hours per day. The summer school calendar shall be included in Appendix C.

Section 7 - Notification.

Notification of tentative and final assignments to summer school shall be in writing and shall include, where practicable, the location, subject matter, and/or grade

level of the assignment. All applicants, successful and unsuccessful, shall be so notified. If a summer school job is denied, the employee (upon written request) will be provided in writing the reasons for the denial.

ARTICLE XXVI - CHILDREN'S CENTER PERMIT (CCP) TEACHERS

(a) This Article shall apply to all unit members employed in a position requiring a Children's Center Permit, whether or not such unit member(s) has a California teaching credential. No article, appendix, or side letter of this Agreement shall apply to the unit members covered by this Article unless expressly made applicable by this Article.

(b) The following articles shall apply to CCP teachers: Articles I, II, III, IV, V, VI, VIII, XII, XV, XVI, XVII, XVIII, XIX, XX, XXIX, XXX, XXXI, and XXXII.

Any cross-references in the aforementioned articles to terms provided in nonapplicable articles shall not make the nonapplicable articles apply.

(c) The salary schedule for CCP teachers is attached as Appendix A. The salary schedule for CCP teachers shall be reopened if categorical funds allocated for Head-start/Preschool Programs are increased, reduced, or discontinued.

New CCP teachers shall be placed on the salary schedule based on prior experience requiring a Children's Center Permit. CCP teachers shall advance on the salary schedule annually, so long as they work no less than five (5) hours per day for seventy-five percent (75%) of the days required in the CCP calendar.

(d) School calendars for 1991-92 and 1992-93 are attached as Appendix C.

Calendars for CCP teachers shall be developed in accordance with the following:

(1) There shall be 160 instructional days per year for the duration of this contract.

(2) The length of the calendar shall be instructional days plus two (2) teacher preparation days and four (4) conference days.

(e) The length of the regular workday for CCP teachers shall be five (5) hours. For the 1992-93 school year, CCP teachers shall have the same number of minutes for preparation/conference that they had as of March 26, 1992.

ARTICLE XXVII - LAYOFFS

In the event the District lays off members of the bargaining unit, such layoffs shall be in accordance with the applicable provisions of the Education Code.

ARTICLE XXVIII - RETIREMENT

Section 1 - Reduced Teaching Service Program, Implementation, and Regulations.

In accordance with Education Code, the District herewith establishes a Reduced

Teaching Service Plan, and the same shall be implemented by regulations set forth below:

(a) The employee must have reached the age of fifty-five (55) prior to reduction in workload;

(b) The employee must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment in the District;

(c) The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the employee.

(d) The employee shall be paid a salary which is the pro rata share of the salary the employee would be earning had such employee not elected to exercise the option of part-time employment. In the case of a teaching employee, the pro rata computation shall be based on the amount of instructional time taught in comparison to what such employee would be teaching in a full-time position. In the event the employee is not at the last step of a particular column, the employee shall be entitled to step increases where the hours taught in one (1) or more years add up to three-fourths (3/4) of a full-time position. The employee shall also be paid an amount toward the benefits listed in Article VIII which shall be equal to the composite premium for dental insurance, plus a pro rata share of the additional amount contributed for health insurance. It is required that the employee participate in the dental program. In addition, the employee shall receive the same life insurance policy as regular employees receive.

(e) The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the employee's contract of employment during the employee's final year of service in a full-time position.

(f) An employee participating in this program shall receive the credit under the S.T.R.S. the employee would receive if employed on a full-time basis with a retirement allowance, based upon the salary that the employee would have received if employed on a full-time basis, and both said employee and the District shall contribute to the Teachers Retirement Fund the amount that would have been contributed if the employee were employed on a full-time basis.

(g) Sick leave entitlement shall be earned and used on a pro rata basis.

(h) An employee in the Reduced Teaching Service Program may remain therein for a period of five (5) years, at which time the employee shall retire.

(i) The District shall determine the number of employees, if any, who may enter the program in any year.

(j) Any modification in the level of part-time service of an employee who has entered into this program or any return to full-time service shall be permitted only with the mutual consent of the District and the employee. It is the intent of this program to provide options for employees for part-time employment to phase in their retirement

program. Thus, return to full-time service of any employee who has entered into this program is not contemplated by the District.

(k) To be eligible to participate in this program, an employee must have attained a salary level equivalent to or greater than D-12 placement on the Teachers' Salary Schedule.

Section 2 - Procedures.

The District shall develop applications, other forms, and administrative procedures necessary to implement and operate this program. Assignment to schools shall also be determined by the District.

Section 3 - Retirement Plan Option.

The District may offer a Golden Handshake program for the 1991-92 school year. If the District determines to offer such a program, it will seek the Association's agreement. Either the District or the Association may propose a Golden Handshake program for the 1992-93 school year, to be negotiated in the successor negotiations beginning in March, 1993.

Section 4 - Teacher Emeritus.

(a) Eligibility. Participation in this early retirement program shall be on a voluntary basis. To be eligible for the program, an employee:

(1) Must be at least fifty-five (55) years of age as of June 30 in the last year of full-time employment.

(2) Must have been employed in a full-time position requiring certification in the District for at least ten (10) years, including the immediately preceding five (5) consecutive years. A year of service is defined as working seventy-five percent (75%) of the days required by the employee's contract of employment.

(3) Shall be in full-time service during the year of application into the Teacher Emeritus Program.

(b) Resignation. A written letter of intent to retire and enter the Teacher Emeritus Program must be submitted to the Personnel Division on or before March 1 of the last full year of service. The District shall respond prior to April 30. Should the employee not be accepted into the program, the employee shall have the right to withdraw the letter of intent to retire within three (3) weeks of the notice of non-acceptance. Prior to entry into the Teacher Emeritus Program, an employee must actually resign from the District and begin withdrawal of benefits from the State Teachers Retirement System.

(c) No Permanent or Temporary Status. Upon entry into the Teacher Emeritus Program, the employee may not return to any permanent or temporary employment status with the District or participate in any other retirement program offered by the District except as provided in (d) (1) below. Employees shall not be eligible for any of the leave or transfer provisions of this Agreement.

(d) Limitations of Participation.

(1) The District shall have the right to renew or not on an annual basis. However, if an Emeritus is not allowed to stay in the program for three (3) years, he/she shall have a right to return to the bargaining unit pursuant to applicable law.

(2) The District may determine on a yearly basis the maximum number of retiring employees eligible to enter the program each year. Decisions on individual eligibility will be made by the District.

(e) Duties and Assignment. The District shall assign the Emeritus the services to be performed, after consultation with the Emeritus. Such assignment shall be made prior to finalizing retirement and entry into the program. Any departure from this program of service shall only be made by mutual agreement. The employee shall submit a letter of resignation/retirement within five (5) days of notice of acceptance in the program.

(f) Compensation.

(1) Employees entering this program shall be obligated to perform the equivalent of thirty (30) days of regular service to the District and shall be paid five thousand dollars (\$5,000).

(2) Employees will receive the family medical and dental insurance benefits provided elsewhere in this Agreement for full-time employees.

(3) Neither the District nor employee will make payments into the California State Teachers' Retirement System.

(4) Employees will be paid one-fourth (1/4) of their annual stipend upon completion of one-fourth (1/4) of their required hours.

(g) Resignation from Program. The employee may resign from the Teacher Emeritus Program by a thirty (30) day advance written notice to the Personnel Division.

**ARTICLE XXIX - CONCERTED ACTIVITIES --
NO STRIKE/NO LOCKOUT**

Section 1 - Association Obligations.

During the term of this Agreement, neither the Association, its officers, agents, members, nor any employee will authorize, instigate, encourage, aid, participate in, or engage in a strike, work stoppage, slowdown, boycott, mass absenteeism or any other interruption of or interference with the operations of the District (including a picket line which has such effect), regardless of whether there is a claim by the Association of breach of this Agreement or of federal or state law by the District. Any employee or employees who violate the provisions of this Article may be discharged or otherwise disciplined. In the event any discipline is imposed for a violation of this Article, only the fact of the violation and not the appropriateness of the discipline imposed is subject to the grievance procedure of this Agreement.

Section 2 - Notice to Employees.

In the event of a strike, work stoppage, slowdown, boycott, mass absenteeism, or any other interruption or interference with the operations of the District (including a picket line which has such effect), the Association shall as soon as possible notify the employees that such action is unauthorized and promptly direct its members to return to work, and to take every reasonable effort to terminate the unauthorized action.

Section 3 - Other Action.

Respecting any picket line established for any reason at any facility of the District by the Association or any employee, in concert or alone, during the term of this Agreement shall constitute a violation of this Article.

Section 4 - District Obligations.

The District agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 5 - Special Provisions.

(a) This provision shall be suspended if no agreement has been reached by November 1 of the year of reopeners.

(b) In any event, neither party shall refer to the provisions of this Article XXIX in litigation over the legitimacy of concerted action during this period of its suspension.

ARTICLE XXX - WAIVER OF FURTHER BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter which was or could have been the subject of negotiation, that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and, therefore, each waives the right to further negotiations on any subject or matter covered under this Agreement during the term hereof. However, by mutual agreement, the parties may agree to engage in further negotiations on any such subject.

ARTICLE XXXI - STATUTORY CHANGES

It is the intent of the parties that where there is any inconsistency between the terms of the Agreement and any state or federal statute or regulation, the terms of this Agreement shall control, unless the statute or regulation requires that its provisions supersede any agreement between the parties or where a provision in this Agreement specifically provides for the incorporation of the statute or regulation and any changes thereto.

ARTICLE XXXII - MISCELLANEOUS PROVISIONS

Section 1 - Additional Provisions.

No privileges, compensation or benefits of any kind in excess of those specifically set forth in this Agreement or not specifically provided for in this Agreement are required to be granted to employees. However, the Board may at its discretion voluntarily extend such hereafter.

Section 2 - Unit Work.

Management, supervisory and non-bargaining unit personnel shall not be restricted from performing work normally performed by employees in the bargaining unit.

Section 3 - Article and Section Titles.

Article and section titles in this Agreement are provided for convenience only and in no way are to be used to define, limit or affect the construction and interpretation thereof.

Section 4 - Copies of Agreement.

A copy of the Agreement will be provided by the District to each employee covered by the Agreement. The cost thereof shall be shared equally by the Association and the District.

Section 5 - Reassignment.

Reassignments shall not be made to punish or discipline employees.

APPENDIX A
MORENO VALLEY UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 1991-92
(Effective 07-01-91)

	A	B	C	D	E	F
STEP	BA	BA + 15	BA + 30	MA or BA + 45	MA + 15 or BA + 60 Inc. MA	MA + 30 or BA + 75 Inc. MA
1	28,881	28,881	28,881	29,205	30,755	32,304
2	28,881	28,881	28,958	30,510	32,084	33,659
3	28,881	28,881	30,239	31,814	33,413	35,007
4	28,881	29,897	31,517	33,117	34,713	36,337
5	29,502	31,152	32,796	34,394	36,045	37,689
6	30,731	32,404	34,076	35,697	37,371	39,040
7	31,959	33,659	35,330	37,001	38,699	40,395
8	33,188	34,910	36,607	38,305	40,025	41,721
9	34,420	36,165	37,885	39,607	41,354	43,076
10		37,417	39,164	40,909	42,657	44,425
11			40,441	42,214	43,983	45,779
12				43,491	45,311	47,105
13					46,638	48,458
14						49,812
19	35,649	38,671	41,721	44,794	47,965	51,161
23	36,877	39,901	43,000	46,097	49,265	52,516

For 1991-92, salary schedule will be increased by COLA, if applicable, pursuant to Article VII, Section 1(b), (c).

For 1992-93, salary schedule will be reopened after March 1, 1993, pursuant to Article VII, Section 1(d).

APPENDIX A (Continued)
MORENO VALLEY UNIFIED SCHOOL DISTRICT
PSYCHOLOGISTS' SALARY *
(Effective 07-01-91)

<u>Step</u>	
1	47,105
2	49,460
3	51,816
4	54,170
5	56,526
6	58,881

* Applicable to Psychologists hired to begin work on or before June 30, 1992, pursuant to Article VII, Section 4(b).

CHILDREN'S CENTER PERMIT TEACHERS

1991-92 SALARY SCHEDULE

STEP 1: \$15,949.28 STEP 2: \$16,855.52 STEP 3: \$17,821.76

1992-93 SALARY SCHEDULE

STEP 1: \$17,821.76 STEP 2: \$19,070.08 STEP 3: \$20,411.36

Because these positions are five (5) hours per day, the annual amount will be prorated at 62.5% of the above annual rate.

The Lead Teacher stipend shall be \$385.00 per year based upon a guideline of twenty-five (25) hours per year outside the regular workday/year.

MORENO VALLEY UNIFIED SCHOOL DISTRICT

APPENDIX B **CERTIFICATED EXTRA PAY FOR EXTRA DUTY** **Effective July 1, 1991,** **except as otherwise provided herein**

High Schools:

\$15.44 per share, rounded to the nearest \$10.

ACTIVITY	SHARES	SHARE VALUE
Academic Decathlon	121	* 1,940
Activities Director		3,250
Activities Director, Assistant		2,610
Athletic Director		3,250
Athletic Director, Assistant		2,610
Badminton	119	1,840
Band	141	2,180
Baseball, Head	133	2,050
Baseball, Assistant		1,450
Basketball, Boys Head	146	2,250
Basketball, Boys Assistant		1,580
Basketball, Girls Head	146	2,250
Basketball, Girls Assistant		1,580
Class Advisor	128	** 1,980
Cross Country, Boys	121	1,870
Cross Country, Girls	121	1,870
Drama	131	2,020
Flags	126	1,940
Football, Head	176	2,720
Football, Assistant		1,900
Forensics	126	1,940
Golf	119	1,840
History Day	121	1,870
Journalism	126	1,940
Mock Trial	121	1,870
Odyssey of Mind	121	1,870
Pep Squad, Head	151	2,330
Pep Squad, Assistant		1,640
ROTC Drill	142	2,190
Soccer, Boys Head	133	2,050
Soccer, Boys Assistant		1,450
Soccer, Girls Head	133	2,050
Soccer, Girls Assistant		1,450
Softball, Varsity	133	2,050
Softball, Assistant		1,450
Speech	116	1,790
Swimming, Boys	141	2,180
Swimming, Girls	141	2,180
Tennis, Boys	124	1,910
Tennis, Girls	124	1,910

Volleyball. Head	136	2,100
Volleyball. Assistant		1,480
Track. Boys Head	133	2,050
Track. Boys Assistant		1,450
Track. Girls Head	133	2,050
Track. Girls Assistant		1,450
Vocal Music	126	1,940
Water Polo	131	2,020
Wrestling. Varsity	133	2,050
Wrestling. Assistant		1,450
Yearbook	106	1,640

*This position will be frozen at the "1987-88" rate until such time as it matches the actual "share value."

**Junior and Senior Class Advisors are to be paid at the full rate, which may be divided among class advisors. Freshmen and Sophomore Class Advisors are to be paid at 50% of the full rate, which may be divided among class advisors.

Extended season pay for CIF playoffs will be ten percent (10%) per week of such head coach's and designated assistant varsity coach's coaching salary for sports where the entire team makes the playoffs, and five percent (5%) per week of such head coach's and designated assistant varsity coach's salary for sports where the coach accompanies an individual to the CIF playoffs. The extra stipend shall be provided to head coaches and all designated varsity assistants as determined by the District.

Department Chairpersons Positions: \$15.44 per period taught by employees in their department each semester, in the following departments:

Aerospace	Math
Agriculture	Performing Arts
Art	Physical Education, Boys
Business Education	Physical Education, Girls
Driver Education	Science
English	Social Studies
Foreign Language	Reading
Home Economics	Counseling
Industrial Education	Special Education
ESL	

Release time can be taken in one period increments, with 48 hours' advance notice and principal approval.

Effective July 1, 1991, the District will establish Assistant Department Chair positions for Math, Science, English, and Social Science at all four-year comprehensive high schools. The Assistant Chair will be paid 70% of the amount paid the Chair, with no release time. For 1992-93, Assistant Department Chair positions may or may not be offered, as determined by the District. This provision will be renegotiated prior to the end of the 1992-93 school year.

Assistant Athletic Director: The District will provide up to five (5) release days per year, as the District determines the necessity for such days. Release time can be taken in one period increments and requires principal approval.

Credit for Years in Position: Five (5) additional shares will be given to head positions beginning the 6th year (commencing September 1, 1987), in the same position at the same level within the District. This provision will be renegotiated prior to the end of the 1992-93 school year.

Middle Schools:

Core Extended Day Activities:

Academic Societies	\$ 410/qtr.
Band	\$ 420/qtr.
Basketball (84 Shares)	\$1,300/season
Cross Country (70 Shares)	\$1,080/season
Detention	\$ 410/qtr.
Drama Program	\$ 410/qtr.
Football (70 Shares)	\$1,080/season
History Day	\$ 210/qtr.
Language Arts Fair	\$ 210/qtr.
Math Field Day	\$ 210/qtr.
Music, Vocal	\$ 410/qtr.
Odyssey of Mind (91 Shares)	\$1,410/year
Pep Squad Advisor	\$ 410/qtr.
Publications	\$ 410/qtr.
Science Fair	\$ 210/qtr.
Softball (70 Shares)	\$1,080/season
Speech Contest	\$ 210/qtr.
Spelling Contest (District)	\$ 210/qtr.
Student Assistance	\$ 410/qtr.
Student Body Activities	\$1,780/year
Track (70 Shares)	\$1,080/season
Volleyball (66 Shares)	\$1,020/season
Yearbook	\$ 410/qtr.

Other Academic/Interest Clubs	\$ 410/qtr.
Other Special Events/Activities	\$ 210/qtr.

Team Leader	\$ 210/qtr.
-------------	-------------

Lead Teacher - The stipend will be computed by multiplying the number of periods taught in each subject area each semester by the current share value times seventy-five percent (75%). This computation shall include periods taught by the Lead Teacher. This amount shall be paid twice a year, with no one to make less than \$410 per year.

Middle School Athletic Coordinator - The District will provide release days for one District-wide position to be rotated annually among the middle schools. The number of days shall be equal to the number of middle schools involved in the program.

Elementary Schools:

Grade Level Leader: \$410/year (120% for CSP) - The hours of work to be performed outside of the regular school day or year by a Grade Level Leader shall be reasonable. The District and the Association agree to a guideline of 20 hours per year outside the workday/work year.

Effective July 1, 1991, the District will provide a base amount of \$1,406 for each elementary site with a student population in grades K-5 (total enrollment) of 800 or less, and \$1.00 additionally for each student over 800 in schools with a student population of 801 or more. The numbers for each school site will be calculated based on the budgeted projected enrollment as of the adopted budget, the adjusted based on actual numbers in October.

Each site shall determine, subject to District approval, the types of programs and the amounts to be paid for each site's extra duty program.

Miscellaneous:

Summer School, 1992:

Step I	(0-5 years)	\$ 92.44/day
Step II	(6-10 years)	\$ 97.07/day
Step III	(11-15 years)	\$101.69/day
Step IV	(16-20 years)	\$106.32/day

Years of experience for salary credit shall be as in the year just completed prior to commencement of summer school.

Hourly Rates: Payment for basic instruction beyond regular teaching hours shall be at an hourly rate as follows:

Adult Education	\$18.88
Driver Education	\$18.88
Extra Period Assignment	\$18.88
Hourly Rate	\$18.88
Saturday School	\$18.88

Lead Nurse: \$410 per year.

General:

The District retains the right to determine which extra pay for extra duty positions will be established at each site. In any event, the District will establish Department Chair, Team Leader, Lead Teacher, and Grade Level Leader positions as provided in this Agreement.

The District and the Association will not negotiate share allotments until the 1993-94 reopener negotiations, to be commenced prior to the end of the 1992-93 school year. The extra duty pay rates provided in this Appendix B will be increased by any ongoing general salary schedule increase for the 1992-93 school year, as provided in Article VII, Section 9(e).

**APPENDIX B(1)
CERTIFICATED EXTRA PAY FOR EXTRA DUTY
SHARE CRITERIA**

Extra Duty Formula (9-12):

- | | | | | |
|-------|---|-------------------------------|---|-----------|
| 1. | Length of Activity | One week
(20 week maximum) | = | 2 Shares |
| 2. | Number of Assistants, Direct Work
with Head (Paid Adult) | 5 Shares Per Assistant | | |
| 3. | Budget Responsibility (ASB, School,
and District Allocation to Program) | 100 - 400 | = | 5 Shares |
| | | 500 - 2,999 | = | 10 Shares |
| | | 3,000 - 5,999 | = | 12 Shares |
| | | 6,000 & Over | = | 15 Shares |
| 4. | Number of Major Performances | 1 - 4 | = | 5 Shares |
| | | 5 - 9 | = | 10 Shares |
| | | 10 & More | = | 20 Shares |
| 5. | Number of Participants Per
Paid Adult | 1 - 20 | = | 15 Shares |
| | | 20 & More | = | 20 Shares |
| 6. | Average Public Attendance/
Performance | 1 - 499 | = | 5 Shares |
| | | 500 & Over | = | 10 Shares |
| 7. | Five (5) additional shares will be given to head positions beginning the 6th year (commencing September 1, 1987), in the same position at the same level within the District. | | | |
| 8. | Individual Oriented Activity (Performance) | | = | 15 Shares |
| | Team Oriented Activity (Competitive) | | = | 30 Shares |
| 9. | Certificated District Employees | | = | 10 Shares |
| | | | | |
| A. | Assistant Coaches use a factor of 70% of Head Coach "Share Value." | | | |
| B. | Athletic Director and Activities Director receive 20% more than highest paid coach. | | | |
| C. | Assistant Athletic Director receives 80% of Head Athletic Director. | | | |
| D. | Middle and elementary school programs, as negotiated and set forth in Appendix B, will use a factor of 75% of Share Value. | | | |
| E. | Junior and Senior Class Advisors are to be paid at the full rate, which may be divided among class advisors. Freshmen and Sophomore Class Advisors are to be paid at 50% of the full rate, which may be divided among class advisors. | | | |

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
SCHOOL CALENDAR 1991-92**

APPENDIX C(1)

<u>JULY</u>	<u>AUGUST</u>	<u>SEPTEMBER</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31	1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30	1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31	1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31
<u>JANUARY</u>	<u>FEBRUARY</u>	<u>MARCH</u>	<u>APRIL</u>	<u>MAY</u>	<u>JUNE</u>
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30

IMPORTANT DATES

Jul 4 Independence Day (legal holiday)

Aug 29-30 New Teacher Orientation

Sep 2 Labor Day (legal holiday)

Sep 3-4 Teacher Orientation

Sep 5 **SCHOOL OPENS**

Nov 8 **END OF FIRST QUARTER K-12**
Minimum Instruction K-12

Nov 11 Veterans Day (legal holiday)

Nov 14 Parent Conferences K-5

Nov 15 Parent Conferences K-5

Nov 22 Parent Conferences 6-8

Nov 28-29 Thanksgiving Recess

Dec 23-Jan 3: Winter Recess

Dec 24 Christmas Eve (local holiday)

Dec 25 Christmas Day (legal holiday)

Dec 31 New Year's Eve (local holiday)

Jan 1 New Year's Day (legal holiday)

Jan 6 Return to School from Winter Recess

Jan 20 Martin Luther King Day (legal holiday)

Jan 31 **END OF FIRST SEMESTER**
Inservice/Conferences 9-12
Minimum Instruction K-8

Feb 14 Lincoln's Day (legal holiday)

Feb 17 Washington's Day (legal holiday)

Feb 28 Inservice/Conferences 6-8

Mar 13 Admission's Day (In lieu of)

Apr 3 **END OF THIRD QUARTER**
Minimum Instruction K-12

Apr 6-10 Spring Recess

May 25 Memorial Day (legal holiday)

Jun 16 **SEMESTER ENDS (9-12)**
Minimum Instruction K-12

Jun 17 **SEMESTER ENDS (K-8)**
Minimum Instruction K-8
Inservice 9-12
Minimum Workday, All Certificated

SUMMER SCHOOL, 1992

Jun 18-19 Teacher Prep Days (H.S.)

Jun 22 Summer School Begins (H.S.)

Jun 25-26 Teacher Prep Days (Middle & Elem)

Jun 29 Summer School Begins (Middle & Elem)

Jul 31 Summer School Ends (All levels)

School Month	Dates	Teaching Days							
		Traditional K-5 6-8 9-12			YRE Tracks: A B C D				
1	7/8 - 8/2	-	-	-	20	20	20	-	
2	8/5 - 8/30	-	-	-	20	20	1	20	
3	9/2 - 9/27	17	17	17	19	-	19	19	
4	9/30 - 10/25	20	20	20	1	20	20	20	
5	10/28 - 11/22	17	18	19	17	17	17	2	
6	11/25 - 12/20	18	18	18	18	18	3	15	
P1 Sub- Total		72	73	74	95	95	80	76	
7	12/23 - 1/17	10	10	10	12	-	12	12	
8	1/20 - 2/14	18	17	17	9	10	18	18	
9	2/17 - 3/13	18	18	18	10	18	18	8	
10	3/16 - 4/10	15	15	15	20	20	11	10	
P2 Sub- Total		133	133	134	146	143	139	124	
11	4/13 - 5/8	20	20	20	20	15	5	20	
12	5/11 - 6/5	19	19	19	14	5	19	19	
13	6/8 - 6/30	8	8	7	-	17	17	17	
Total		180	180	180	180	180	180	180	

KEY:



Legal Holiday



Local Holiday



School Recess

Revised: PS 2-4-92

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
SCHOOL CALENDAR 1992-93**

JULY					AUGUST					SEPTEMBER					OCTOBER					NOVEMBER					DECEMBER				
Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr
		1	2	3	3	4	5	6	7	7	8	9	10	11	5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
6	7	8	9	10	10	11	12	13	14	14	15	16	17	18	12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
13	14	15	16	17	17	18	19	20	21	21	22	23	24	25	19	20	21	22	23	23	24	25	26	27	21	22	23	24	25
20	21	22	23	24	24	25	26	27	28	28	29	30			26	27	28	29	30	30					28	29	30	31	
27	28	29	30	31	31																								

JANUARY					FEBRUARY					MARCH					APRIL					MAY					JUNE				
Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr	Mo	Tu	We	Th	Fr
				1	1	2	3	4	5	1	2	3	4	5					1	2	3	4	5	6	7	1	2	3	4
4	5	6	7	8	8	9	10	11	12	8	9	10	11	12	5	6	7	8	9	10	11	12	13	14	7	8	9	10	11
11	12	13	14	15	15	16	17	18	19	15	16	17	18	19	12	13	14	15	16	17	18	19	20	21	14	15	16	17	18
18	19	20	21	22	22	23	24	25	26	22	23	24	25	26	19	20	21	22	23	24	25	26	27	28	21	22	23	24	25
25	26	27	28	29						29	30	31			26	27	28	29	30	31					28	29	30		

IMPORTANT DATES

SUMMER SCHOOL, 1993

Jul 3 Independence Day (legal holiday)
 Sep 3-4 New Teacher Orientation
 Sep 7 Labor Day (legal holiday)
 Sep 8-9 Returning Teacher Orientation
 Sep 10 **SCHOOL OPENS**

Jun 24 & 25 Teacher Prep Days (H.S.)
 Jun 28 Summer School Begins (H.S.)
 Jun 28 & 29 Teacher Prep Days (Middle & Elem)
 Jun 30 Summer School Begins (Middle & Elem)
 Aug 6 Summer School Ends (All levels)

Nov 9 Veterans Day (legal holiday)
 Nov 13 **END OF FIRST QUARTER K-12**
 Minimum Instruction K-12
 Nov 19-20 Parent Conferences K-5
 Nov 26-27 Thanksgiving Recess

 Dec 4 Parent Conferences 6-8
 Dec 21 Jan 1: Winter Recess
 Dec 24 Christmas Eve (local holiday)
 Dec 25 Christmas Day (legal holiday)
 Dec 31 New Year's Eve (local holiday)

 Jan 1 New Year's Day (legal holiday)
 Jan 4 Return to School from Winter Recess
 Jan 18 Martin Luther King Day (legal holiday)

 Feb 5 **END OF FIRST SEMESTER**
 Inservice/Conferences 9-12
 Minimum Instruction K-8
 Feb 12 Lincoln's Day (legal holiday)
 Feb 15 Washington's Day (legal holiday)
 Feb 26 Inservice/Conferences 6-8

 Mar 12 Admission's Day (In lieu of)

 Apr 9 **END OF THIRD QUARTER**
 Minimum Instruction K-12
 Apr 12-16 Spring Recess

 May 31 Memorial Day (legal holiday)

 Jun 18 Minimum Instruction K-5
 Jun 22 **LAST DAY OF INSTRUCTION**
 (9-12)
 Jun 23 Minimum Instruction 6-12
 LAST DAY OF INSTRUCTION
 (K-8)
 Minimum Instruction K-8

School Month	Dates	Teaching Days						
		Traditional K-5 6-8 9-12			YRE Tracks: A B C D			
1	7/1 - 7/24	-	-	-	16	16	16	-
2	7/27 - 8/21	-	-	-	20	20	5	15
3	8/24 - 9/18	7	7	7	19	6	14	19
4	9/21 - 10/16	20	20	20	6	15	20	20
5	10/19 - 11/13	19	19	19	11	17	17	8
6	11/16 - 12/11	16	17	18	18	18	8	10
P1 Sub- Total		62	63	64	90	92	80	72
7	12/14 - 1/8	10	10	10	10	5	5	10
8	1/11 - 2/5	19	19	18	14	6	19	19
9	2/8 - 3/5	18	17	18	6	18	18	12
10	3/8 - 4/2	19	19	19	19	19	15	5
P2 Sub- Total		128	128	129	139	140	137	118
11	4/5 - 4/30	15	15	15	20	19	1	20
12	5/3 - 5/28	20	20	20	20	-	20	20
13	5/31 - 6/25	17	17	16	1	18	19	19
14	6/28 - 6/30	-	-	-	-	3	3	3
Total		180	180	180	180	180	180	180

KEY: ○ Legal Holiday
 ⊗ Local Holiday
 □ School Recess

Rev: 5-18-92 BS
 4-30-92 PS



MORENO VALLEY UNIFIED SCHOOL DISTRICT 1991-92 YEAR-ROUND CALENDAR

JULY 1991

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A					P																										
B					P																										
C					P																										
D																															

AUGUST 1991

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

SEPTEMBER 1991

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

OCTOBER 1991

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

NOVEMBER 1991

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

DECEMBER 1991

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

JANUARY 1992

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

FEBRUARY 1992

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
A																													
B																													
C																													
D																													

MARCH 1992

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

APRIL 1992

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A																														
B																														
C																														
D																														

MAY 1992

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
A																															
B																															
C																															
D																															

JUNE 1992

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A																														
B																														
C																														
D																														

H = HOLIDAY

C = CONFERENCE

P = PREPARATION DAY

M = MINIMUM DAY

N = NON-STUDENT DAY

MORENO VALLEY UNIFIED SCHOOL DISTRICT

1992-93 YEAR-ROUND CALENDAR

[illegible][illegible][illegible][illegible][illegible][illegible]

b5/27/92

APPENDIX D (1)
MORENO VALLEY UNIFIED
SCHOOL DISTRICT PERFORMANCE CRITERIA FOR
TEACHING CERTIFICATED EMPLOYEES

1. PROGRESS OF PUPILS TOWARD THE STANDARDS OF EXPECTED STUDENT ACHIEVEMENT

- * Uses varied evaluative techniques to measure student progress
- * Utilizes appropriate techniques to identify student and class needs
- * Maintains record keeping system of student performance

2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

- * Plans on a weekly and long range basis
- * Promotes participation of the learner
- * Provides for appropriate independent and/or group practice
- * Provides for appropriate review and practice
- * Uses appropriate instructional techniques
- * Uses appropriate resources personnel to meet student needs
- * Uses standard English in written and oral communication
- * Provides feedback on student performance
- * Assigns appropriate homework
- * Plans so that substitute teachers can function
- * Uses a variety of instruction materials and equipment

3. ADHERENCE TO CURRICULAR OBJECTIVES

- * Follows County Course of Study, adopted district framework and course descriptions
- * Uses district adopted textbooks in the instructional program
- * Integrates appropriate framework skills into content area of instruction

4. THE ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT

- * Follows site discipline procedures
- * Is sensitive to student needs
- * Uses appropriate motivation and reinforcement techniques
- * Maintains student control in the classroom

- * Reinforces learning activities through classroom environment
- * Is attentive to the health and safety of students
- * Manages instructional time appropriately
- * Works cooperatively with staff
- * Fulfills adjunct duties

The above indicators include the concepts of appropriateness and effectiveness in job responsibilities. Due to the special nature of certain assignments, additional indicators may be added under each or all performance criteria.

APPENDIX D (2)
MORENO VALLEY UNIFIED
SCHOOL DISTRICT
PERFORMANCE CRITERIA FOR
NON-TEACHING CERTIFICATED EMPLOYEES

1. ADHERES TO ESTABLISHED PROCEDURES

- * Implements established services/programs
- * Plans for and implements school-wide procedures
- * Maintains required records accurately and in a timely manner

2. FULFILLS RESPONSIBILITIES TO STUDENTS, PARENTS AND STAFF

- * Assists teachers with identified student needs
- * Completes tasks in a timely manner
- * Is accessible to students and staff
- * Communicates effectively with parents, students, and staff

3. DEMONSTRATES KNOWLEDGE OF JOB RESPONSIBILITIES AND JOB CONTENT

- * Maintains current knowledge related to assignment
- * Demonstrates knowledge related to assigned responsibilities

The above indicators include the concepts of appropriateness and effectiveness in job responsibilities. Due to the special nature of certain assignments, additional indicators may be added under each or all performance criteria.

APPENDIX D (3)
MORENO VALLEY UNIFIED SCHOOL DISTRICT
PERFORMANCE CRITERIA FOR
SPECIAL SERVICES
(RSP, LH, SPEECH AND
LANGUAGE, APE, BILINGUAL)

1. PROGRESS OF PUPILS TOWARD THE STANDARDS OF EXPECTED STUDENT ACHIEVEMENT

- * Uses varied evaluative techniques to measure student progress and identify needs.
- * Maintains record keeping system of student performance and assessments.
- * Follows County Course of Study, adopted district framework and course descriptions when appropriate.
- * Uses appropriate district adopted textbooks in the instructional program.
- * Integrates appropriate framework skills into content area of instruction.

2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

- * Plans short term and long range basis.
- * Provides for appropriate review, practice and feedback on student performance.
- * Uses appropriate management instructional techniques which foster participation of the learner.
- * Uses standard English in written and oral communication.
- * Assigns appropriate homework.
- * Plans so that substitute teachers can function.

3. FULFILLS RESPONSIBILITIES TO STUDENT, PARENTS AND STAFF

- * Plans and implements established Individual Educational Plans and Programs.
- * Plans for and implements school-wide procedures.
- * Completes tasks in a timely manner.
- * Assists and communicates effectively with parents, students, and staff.

4. THE ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT

- * Follows site discipline and maintains student control in the classroom.
- * Is sensitive and attentive to the health and safety of students.
- * Uses appropriate motivation and reinforcement techniques.
- * Fulfills adjunct duties.

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**MORENO VALLEY UNIFIED SCHOOL DISTRICT
Certified Personnel (Teaching) Evaluation**

NAME OF EMPLOYEE _____ GRADE/ASSIGNMENT _____ SCHOOL _____

EVALUATION PERIOD From: _____ To: _____ EVALUATOR & TITLE _____

EMPLOYEE STATUS: _____ PERMANENT _____ PROBATIONARY (Year 1 _____ or 2 _____) _____ TEMPORARY

DATES OF OBSERVATION(S): _____

DATES OF CONFERENCE(S): _____

PERFORMANCE CRITERIA

	Rating
1. Progress of Pupils Toward the Standards of Expected Student Achievement	_____
2. Instructional Techniques/Strategies	_____
3. Adherence to Curricular Objectives	_____
4. The Establishment and Maintenance of a Suitable Learning Environment	_____

Rating: S - Satisfactory

N - Needs to Improve
(Improvement plan required)U - Unsatisfactory
(May result in recommendation for dismissal.)

Outstanding or exemplary performance may be noted in the Evaluator's Comments section.

I HAVE READ THIS PERFORMANCE APPRAISAL

I HAVE DISCUSSED THIS REPORT WITH EMPLOYEE.

Employee Signature_____
Date_____
Evaluator's Signature_____
Date

A SIGNATURE ON THIS EVALUATION DOES NOT NECESSARILY MEAN THAT THE EMPLOYEE AGREES WITH THE OPINIONS EXPRESSED BUT MERELY INDICATES THAT THE EMPLOYEE HAS READ THE EVALUATION AND HAS BEEN GIVEN AN OPPORTUNITY FOR DISCUSSION AND WRITTEN RESPONSE

COMMENTS BY THE EVALUATOR — COMMENDATIONS AND RECOMMENDATIONS:

COMMENTS BY THE EMPLOYEE:

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
PERFORMANCE CRITERIA FOR TEACHING CERTIFICATED EMPLOYEES**

1. PROGRESS OF PUPILS TOWARD THE STANDARDS OF EXPECTED STUDENT ACHIEVEMENT

- Uses varied evaluative techniques to measure student progress
- Utilizes appropriate techniques to identify student and class needs
- Maintains record keeping system of student performance

2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

- Plans on a weekly and long range basis
- Promotes participation of the learner
- Provides for appropriate independent and/or group practice
- Provides for appropriate review and practice
- Uses appropriate instructional techniques
- Uses appropriate resource personnel to meet student needs
- Uses standard English in written and oral communication
- Provides feedback on student performance
- Assigns appropriate homework
- Plans so that substitute teachers can function
- Uses a variety of instructional materials and equipment

3. ADHERENCE TO CURRICULAR OBJECTIVES

- Follows County Course of Study, adopted district frameworks and course descriptions
- Uses district adopted textbooks in the instructional program
- Integrates appropriate framework skills into content area of instruction

4. THE ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT

- Follows site discipline procedures
- Is sensitive to student needs
- Uses appropriate motivation and reinforcement techniques
- Maintains student control in the classroom
- Reinforces learning activities through classroom environment
- Is attentive to the health and safety of students
- Manages instructional time appropriately
- Works cooperatively with staff
- Fulfills adjunct duties

The above indicators include the concepts of appropriateness and effectiveness in job responsibilities. Due to the special nature of certain assignments, additional indicators may be added under each or all performance criteria.

MORENO VALLEY UNIFIED SCHOOL DISTRICT REMEDATION PLAN

Page __ of Page __

EMPLOYEE _____ GRADE/ASSIGNMENT _____

EVALUATOR _____ SCHOOL _____

DATE REMEDIATION PLAN INITIATED _____

TIME PERIOD FOR REMEDIATION PLAN (maximum 6 weeks) _____

DATE FOR EVALUATION OF PROGRESS ON REMEDIATION PLAN _____

The Evaluator has identified abilities/skills needing remediation. This Remediation Plan is written to remediate those areas. The Employee and the Evaluator shall generate the plan in concert, but the Evaluator retains the right of approval of the plan. The employee has the right to attach comments to the Remediation Plan.

ABILITIES/SKILLS NEEDING REMEDIATION (See Performance Criteria):

ACTIVITIES TO BE IMPLEMENTED TO REMEDY IDENTIFIED ABILITIES/SKILLS:

REMEDATION PLAN APPROVED BY EVALUATOR _____ DATE _____

REMEDATION PLAN APPROVED BY EMPLOYEE _____ DATE _____

COPY TO BE PROVIDED TO ASSOCIATION UNLESS THIS BOX IS INITIALED BY EMPLOYEE ☐

=====

EVALUATION OF PROGRESS:

REMEDATION PLAN EVALUATION RATING

[] Satisfactory

[] Needs to Improve

[] Unsatisfactory

EVALUATOR _____ DATE _____

EMPLOYEE SIGNATURE _____ DATE _____

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
CERTIFIED GRIEVANCE FORM - Level 1 and 2**

A grievance is a claim by an employee that an express term of the Certificated Employees Collective Bargaining Agreement has been violated by the District and that because of such violation an employee's rights have been adversely affected.

Before submitting a written grievance, the grievant shall first have a conference with the employee's immediate supervisor to present the grievance orally and to attempt to resolve it informally.

If the attempt at informal resolution is not successful, the grievance shall be reduced to writing using this form which must be submitted to the employee's immediate supervisor within 20 working days of the claimed violation. The administrator shall answer the grievance in writing within 10 working days after receipt of the grievance.

Employee Name _____ Work Location _____

Date of Grievance _____ Date Filed _____

Statement of Grievance: _____

Specific Sections and Terms of Agreement Violated: _____

Remedy Sought _____

Signature of Grievant _____

LEVEL ONE: INFORMAL CONFERENCE

Name of Supervisor: _____ Date of Conference: _____

LEVEL TWO: IMMEDIATE SUPERVISOR

Supervisor's Signature: _____ Date Received: _____

Immediate Supervisor's Decision: _____
(Render within 10 working days)

Grievance Resolved: _____ Decision Appealed: _____

Signature of Grievant: _____ Date: _____

RECORD COPY - ATTACH TO LEVEL 3-4-5 FORM IF GRIEVANCE IS NOT RESOLVED.

ASSOCIATION COPY - DETACH AND MAIL AFTER LEVEL 2.

GRIEVANT COPY - DETACH AFTER LEVEL 2.

Grievance Number _____

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
CERTIFICATED GRIEVANCE FORM - Level 3, 4, and 5**

LEVEL THREE: SUPERINTENDENT

(Submit within 10 days of Level 2 decision.)

Superintendent's Signature _____

Date Received: _____

Superintendent's Decision: _____

(Render within 10 working days.)

Grievance Resolved: _____ Decision Appealed: _____

Signature of Grievant: _____ Date: _____

If Level 3 Decision is appealed, submit immediately to MV Caucus, V.P.

LEVEL FOUR: MEDIATION BY ASSOCIATION

(Submit within 10 work days of Level 3 decision.)

Date of Request for Mediation: _____

Date of Request for Mediator Submitted to CSCS: _____

(Submit within 5 days of request for mediation.)

Decision of Mediator: _____

Grievance Resolved: _____ Decision Appealed: _____

Date: _____ Signature of Grievant: _____

LEVEL FIVE: ARBITRATION

(Submit within 10 work days of Level 4 decision.)

Date of Request for Arbitration: _____

Name of Arbitrator agreed to: _____

Decision of Arbitrator: _____

APPENDIX F

SALARY AGREEMENT FOR EMPLOYEES PAID ON A TWELFTHLY BASIS

I, _____, hereby request that I be paid my
(print name)
salary as a certificated employee of the Moreno Valley Unified School District
on a twelfthly basis, effective July 1, 19____. I understand that I may be paid
salary amounts in advance of my earning such amounts, and I agree that if I fail
to earn such amounts by the end of the school year, or by the termination of my
employment (whichever first occurs), the District may withhold from my final
paycheck(s) a sum equal to any unearned amounts paid me in advance. If my
final paycheck(s) will not cover such amounts, I agree to repay the District for
any unearned amounts paid me, such payment to be made at the time of
termination.

Signature

Date

SIDE LETTER AGREEMENT

* Article I. Section 1 Adult Education Teachers

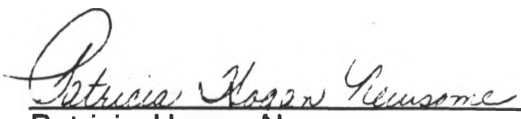
The Moreno Valley Unified School District ("District") and the Moreno Valley Educators Association ("Association") agree as follows:

1. The District and the Association agree that sixty percent (60%) of a full-time assignment for adult education teachers is 15.25 hours per week.
2. The District and the Association agree that credentialed adult education teachers who work 60% or more of a full-time assignment (15.25 hours per week or more) shall be in the bargaining unit represented by the Association; other adult education personnel shall not be in the bargaining unit.

Date: May 1, 1992

Moreno Valley Unified School District

Moreno Valley Educators Association



Patricia Hogan-Newsome
Assistant Superintendent
Personnel Services Division



Craig Gesner
Negotiations Spokesperson

(*Note: Article I has been renumbered as Article III)

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
AND
ASSOCIATED TEACHERS OF METROPOLITAN RIVERSIDE**

**SIDE LETTER AGREEMENT
TO ARTICLE IV*, SECTION 2**

The Moreno Valley Unified School District ("the District") and the Associated Teachers of Metropolitan Riverside, Moreno Valley Caucus ("the Association"), agree as follows:


The Association may use the District's internal mail system to the extent permitted by law. The District and the Association agree that the issue of whether the Association as the exclusive representative may use the District's site-to-site pouch system is unsettled legally. The District and the Association therefore agree that the Association may use the pouch system on the same basis it has in the past, with the understanding that such usage will cease if it is found to be unlawful. The Association agrees that it shall be legally responsible for any fines, penalties or fees assessed against the Association or the District resulting from the Association's continued use of the pouch system during the time that the Association's right to use the system is legally unsettled.

Dated: February 25, 1989

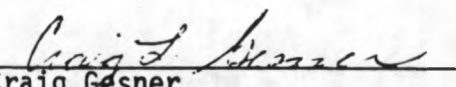
Moreno Valley Unified
School District

Associated Teachers of Metropolitan
Riverside, Moreno Valley Caucus

By


Lester Johnson
Assistant Superintendent
Personnel Services

By


Craig Gesner
Negotiations Spokesperson

(*Note: Article IV has been renumbered as Article V)

SIDE LETTER AGREEMENT

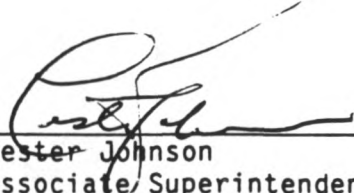
The Moreno Valley Unified School District ("District") and the Moreno Valley Educators Association ("Association"), in interpretation of Article VII, Section 14 of the 1988-91 collective bargaining agreement between the District and the Association ("Agreement"), agree as follows:

1. The language of Article VII, Section 14, does not apply to "sheltered" classes.
2. The District shall provide a materials stipend of \$400 to each unit member with a full-time bilingual or English Language Development assignment and a prorated amount to each unit member with a part-time bilingual or English Language Development assignment. All materials purchased with such stipends shall be the property of the bilingual or English Language Development program at the school site where purchased.
3. The District shall provide each unit member with a full-time bilingual or English Language Development assignment for the school year no less than three (3) hours of instructional aide time. The District will use reasonable efforts to provide prorated aide time to unit members with a part-time bilingual or English Language Development assignment and in any event will provide at least one three-hour aide at each school site with a bilingual or English Language Development program.
4. The District and the Association acknowledge that the extra days' pay provided in Article VII, Section 14, is provided in recognition of the extra work (such as translating notices and materials, preparation of extra classroom materials, and working with non-English speaking parents) that bilingual and English Language Development teachers have historically done and will continue to do.

Dated: 10/31/90

MORENO VALLEY UNIFIED
SCHOOL DISTRICT

MORENO VALLEY
EDUCATORS ASSOCIATION

By 
Lester Johnson
Associate Superintendent
Personnel Services

By 
Craig Besner
Negotiations Spokesperson

MORENO VALLEY UNIFIED SCHOOL DISTRICT
AND
ASSOCIATED TEACHERS OF METROPOLITAN RIVERSIDE

SIDE LETTER AGREEMENT
TO ARTICLE X, SECTION 1

The Moreno Valley Unified School District ("the District") and the Associated Teachers of Metropolitan Riverside, Moreno Valley Caucus ("the Association"), agree as follows:

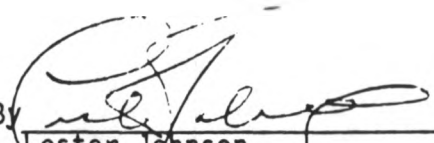
1. Psychologists' assignments will be as follows:
 - (a) K-8 assignments to be designated using a total student population of approximately 2,100 students to one (1) psychologist.
 - (b) 9-12 assignments to be determined by using a case load averaging 2,500 students to one (1) psychologist.
2.
 - (a) Assignments will be reviewed in January. Assessments in the range of 40-45 will be considered a full assignment at that time.
 - (b) Assignments will be reviewed again in April using the same criteria. Assessments in the 80-90 range will be considered a full load.
 - (c) Psychologists with fewer than the specific number of assessments will be subject to reassignment to sites with assessments reported above the benchmark figures.
3. The current system used by psychologists to report assessment activity will be revised. The revised format will be a continuous assessment log kept at each site with monthly activities copied and sent to the central office for purposes of tallying assessment activity. Principals at each site will sign off on the monthly assessment report.
4. If all psychologists are carrying a "full load" of assessments in January or April, the psychologists will be offered extra duty pay to conduct overflow assessments. These assessments will be conducted outside the regular workday. One (1) workday will be allowed for each child to be assessed including test time, test interpretation time, report writing, and attendance at one (1) IEP meeting. If the case involved more than one (1) IEP meeting, subsequent meetings will be the responsibility of the home school psychologist.

5. A committee of two (2) Association and two (2) District members will meet in the Spring of 1990 to review these procedures.

Dated: June 30, 1989

Moreno Valley Unified
School District

Associated Teachers of Metropolitan
Riverside, Moreno Valley Caucus

By 
Lester Johnson
Assistant Superintendent
Personnel Services

By 
Craig Gesner
Negotiations Spokesperson


Amend paragraph 5 above to read as follows:

5. A committee of two (2) Association and two (2) District members shall meet to review the Side Letter and make recommendations for revision. Such recommendations will be brought back to the bargaining table.

Dated: March 27, 1992

Moreno Valley Unified School District

Moreno Valley Educators Association


Patricia Hogan-Newsome
Assistant Superintendent
Personnel Services Division


Craig Gesner
Negotiations Spokesperson

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
AND
MORENO VALLEY EDUCATORS ASSOCIATION**

**SIDE LETTER AGREEMENT
TO ARTICLE X, SECTIONS 2 AND 7
AND ARTICLE XIII, SECTION 2**

In an effort to establish a middle school program that meets student needs, the 360 minute student day shall be divided between regular classroom instruction and components of a supervisory nature. The Moreno Valley Unified School District and the Moreno Valley Educators Association agree as follows:

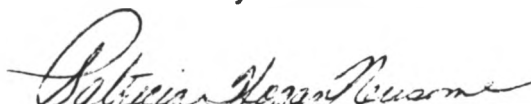
1. The discretionary component of the middle school day shall be determined at each individual site in the following manner:
 - (a) The principal will chair a committee of five (5) members.
 - (b) The MVEA Site Representatives will conduct a January election to select members of the committee.
 - (c) The purpose of this committee shall be to conduct a school-wide evaluation of the current program and to make proposals regarding changes in the program to utilize the non-instructional portions of the middle school day for the following year.
 - (d) All unit members at the site shall receive a copy of the proposal at least three (3) days prior to a regularly scheduled faculty meeting. This proposal shall include a detailed description of each component to be discussed at the faculty meeting. The detailed description shall also include the proposed staff involved, the approximate number of students assigned, and the places to be assigned.
 - (e) The proposed draft will be considered and discussed at regularly scheduled faculty meeting(s).
 - (f) After a consensus of the faculty has been reached, any change in the program will be cleared through the School Site Council and implemented the following school year. Any changes recommended by the School Site Council must have faculty consensus prior to implementation. Consensus is defined as a problem-solving or team-building process to develop general agreement whereby the faculty will accept the plan although it is not necessarily the preference of all.
 - (g) For the 1991-92 school year only, there will also be an election of a committee in September to develop proposed changes for the 1991-92 school year. Implementation of such proposed changes will occur following the procedures outlined in this Side Letter.
2. All instructional periods shall be equal in length at each site and consist of no less than fifty (50) minutes nor more than fifty-five (55) minutes.

Side Letter Agreement
Article X, Sections 2 and 7
Article XIII, Section 2
Page 2

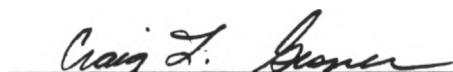
3. Each site may include break(s) upon consensus of the faculty and agreement of the administration; if such break(s) require supervision, break(s) will not be scheduled without consensus of the faculty.
4. The school day shall include one or more of the following components. These components shall be supervisory in nature and shall not require additional preparation, instructional duties, or follow-up disciplinary actions:
 - (a) Sustained Silent Reading
 - (b) Homeroom
 - (c) Study Hall
 - (d) Other Student Support Activities
5. All components elected to be included in the daily program must meet the following conditions:
 - (a) All full-time certificated employees assigned to a teaching position at each site will participate in each selected component. Counselors and other non-teaching certificated employees may be utilized at each site as determined by the school program. The supervisory component does not count for total number of student contacts per day (Article XIII).
 - (b) There will be equitable distribution of students during the supervisory components, accomplished by assuring equitable assignment of the staff to students in available space that is both adequate and appropriate for these purposes.
 - (c) The District will evaluate unit members in regard to supervisory component assignments only as to the unit member's establishment and maintenance of a suitable environment for the specific activity in question, within the scope of the employee's responsibilities.
6. This Side Letter will expire at the end of the 1992-93 school year.

Date: June 26, 1991

Moreno Valley Unified School District


Patricia Hogan-Newsome
Assistant Superintendent
Personnel Services

Moreno Valley Educators Association


Craig Gesner
Negotiations Spokesperson

**MORENO VALLEY
UNIFIED SCHOOL DISTRICT
AND
ASSOCIATED TEACHERS OF
METROPOLITAN RIVERSIDE**

SIDE LETTER

The Moreno Valley Unified School District (the "District") and the Associated Teachers of Metropolitan Riverside (the "Association") agree that Article XIII, Section 2 (Class Size-Class Averages) will be interpreted as follows.

(1) If a teacher in a multi-period assignment has one student in more than one period (or equivalent thereof), the student shall be counted for each period in which he/she is assigned, pursuant to past practice.

(2) If a teacher in a multi-period assignment is assigned to a team-teaching or other multi-teacher assignment, the class size in any period of such assignment shall be computed by dividing the total number of students assigned to the teachers for the period by the total number of teachers (or full-time equivalents) assigned to the students.

Moreno Valley Unified School District

Catherine B. Hagen

Robert C. Lee

Associated Teachers of Metropolitan Riverside

Dan Threatt

Dated: July 15, 1983

SIDE LETTER AGREEMENT

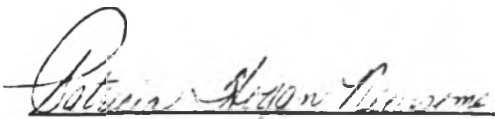
Article XIII, Section 5
Contract Substitutes

The Moreno Valley Unified School District ("District") and the Moreno Valley Educators Association ("Association") agree that Article XIII, Section 5 (Contract Substitutes) is suspended for the term of the 1991-93 Agreement.

Date: May 5, 1992

Moreno Valley Unified School District

Moreno Valley Educators Association



Patricia Hogan-Newsome
Assistant Superintendent
Personnel Services Division



Craig Gesner
Negotiations Spokesperson

SIDE LETTER REGARDING
EFFECTIVE PLANNING IN INSTRUCTION

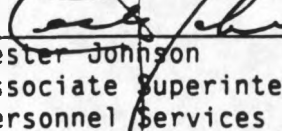
The District and the Association have engaged in lengthy discussions regarding effective planning and its role in classroom instruction. Article XIV,* Section 2(c) of the 1988-91 Certificated Employees Collective Bargaining Agreement provides as follows: "The District shall not require that lesson planning be done in any particular format or require lesson plans to be turned in on a regular (daily or weekly) basis unless the employee has received notice of 'needs to improve' or 'unsatisfactory' performance. The District may request a lesson plan to be provided prior to a prescheduled observation."

In interpreting this language, the District and the Association have agreed as follows:


1. The District, in evaluating the instructional techniques and strategies of a particular certificated bargaining unit member pursuant to the Evaluation Form, Appendix D(5)(Agreement, page 91), will evaluate whether the unit member plans on a weekly and long-range basis, as well as whether the unit member provides appropriate instruction in an observed classroom situation. When conducting a prescheduled or non-scheduled observation, the District evaluator may require evidence of weekly and long-range planning. Such evidence need not be in lesson plan or any particular format, but must be sufficient to indicate that the required planning has been done and that the curriculum is being implemented.
2. Whether or not a bargaining unit member has adequately planned a particular lesson will generally be evident from the observation of the lesson itself.
3. The District will not require any unit member to provide a lesson plan for an individual lesson in any particular format unless the employee has received a notice of "needs to improve" or "unsatisfactory" performance.
4. The District will not require lesson plans to be turned in on a daily or weekly basis unless the employee has received a notice of "needs to improve" or "unsatisfactory" performance.
5. The District may request a lesson plan to be provided prior to a pre-scheduled observation.
6. The District and the Association encourage all unit members to plan sufficiently on a daily, weekly, and long-term basis for the purpose of ensuring that instruction is appropriate and consistent with the needs of the students.

Dated: May 30, 1990

Moreno Valley Unified
School District

By 
Lester Johnson
Associate Superintendent
Personnel Services

Associated Teachers of Metropolitan
Riverside

By 
Donald Miller
ATMR Caucus Vice President

(*Note: Article XIV has been renumbered as Article XV)

MORENO VALLEY UNIFIED SCHOOL DISTRICT

AND

MORENO VALLEY EDUCATORS ASSOCIATION

SIDE LETTER

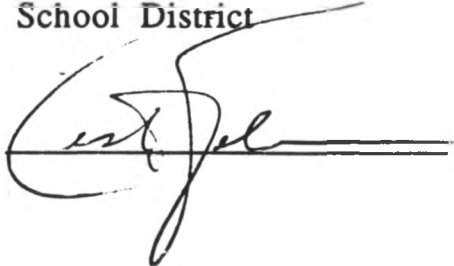
The Moreno Valley Unified School District (the "District") and the Moreno Valley Educators Association (the "Association") agree that:

Upon the annual approval of the Board of Education, Program Specialists will work an eight (8) hour day for two hundred (200) days. They will be paid on a separate salary schedule which will reflect the number of days and hours worked and that State Teachers Retirement System (STRS) service will be credited. Effective July 1, 1991.

Dated: 3-25-91

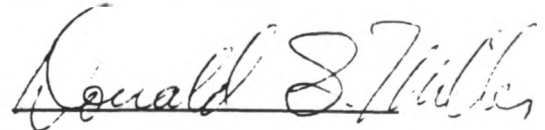
Moreno Valley Unified
School District

By:



Moreno Valley Educators
Association

By:



ARTICLE VIII - EMPLOYEE BENEFITS

Section 1 - Entitlement.

(a) The District and the Association agree that for the duration of the contract, the cap for medical, dental, and life insurance will be no less than the 1991-92 amount of \$4,482. The cap for the IRC 125 cash option will be no less than the 1991-92 amount of \$3,440.

(b) Benefits shall be paid in ten (10) monthly installments including, but not limited to, programs for Health, IRC 125 Cash Option, Cancer and Income Protection.

(c) On or after March 1, 1993, the District and the Association shall reopen negotiations, at the request of either party, on the possible implementation of AB 265 (Medicare buy-in).

Section 2 - Dental Insurance.

Each employee shall have deducted from the above amount a sum equal to the composite premium for Delta Dental Plan of California. It is required that all employees participate in this program. The District shall have the right to change the dental insurance carrier so long as the same or better benefits are maintained and prior notice and opportunities to consult are provided to the Association.

Section 3 - Life Insurance.

Each employee shall have deducted from the above a sum equal to the premium for a term life insurance policy of no less than five thousand dollars (\$5,000). It is required that all employees participate in this program.

Section 4 - Health Insurance.

(a) Employees may elect to have the remaining amount (the amount set forth in Section 1 less dental and life insurance premium) credited to the premium cost of the health insurance plan offered by Kaiser or the plans offered by Aetna, California Care, and Health Net with a co-pay. If a carrier declines to offer a plan, the parties will meet to discuss the matter. The District may add carrier(s) at its option.

(b) Employees currently enrolled in health insurance plans offered by Aetna and California Care may continue in the plan. Any employee who elects to change insurance carriers during the open enrollment period for 1992-93 may enroll only in Kaiser or Health Net. Employees whose health insurance coverage begins on or after October 1, 1992 may elect to participate only in Kaiser or Health Net.

Section 5 - IRC Section 125 Benefits Plan.

(a) The District will implement an approved Internal Revenue Code Section 125 benefits plan including a cafeteria benefits plan (offering employees a choice between cash and tax-qualified benefits). The Fringe Benefits Committee shall select and recommend a Third Party Administrator to the Board of Education.

(b) Costs related to the implementation and maintenance of the IRC 125 benefits plan shall be paid as follows:

(1) The District shall pay all annual set-up and re-enrollment fees.

(2) The District shall pay the monthly fees for premium only and/or cash option.

(3) The employee shall pay monthly fees as they relate to additional individually selected options.

(c) The Fringe Benefits Committee will annually review the costs and/or savings as a result of the implementation of the IRC 125 plan and make recommendations to the Negotiating Teams. Any savings realized through this plan shall be used for fringe benefits for bargaining unit members.

(d) Consistent with the IRC Section 125 Benefits Plan, employees who do not elect Group Health may elect to request that the balance of fringe benefit entitlement above be credited to the employee's salary, and may, with any remaining balance, purchase additional benefits from programs jointly selected by the District and the Association. If such an election is the choice of the employee, the employee shall show evidence of family health insurance coverage from another source equal to those carriers included in this Agreement. The cap for the IRC 125 cash option shall be calculated in relation to full-family Kaiser (as previously calculated).

Section 6 - Leaves.

Employees on leave without pay shall have the option of continuing health and dental insurance premiums at their own expense during the period of the unpaid leave.

Section 7 - Part-Time Employees.

A part-time employee covered by this Agreement shall receive a pro rata share of the amount set forth in Section 1 based upon the formula in Article VII, Section 10(b). Said amount shall first be applied to dental insurance pursuant to Section 2 above, then to the life insurance premium as specified in Section 6, and any remaining amount may be applied to health insurance as specified in Section 3, if the insurer permits for such employees. There is no requirement that part-time employees have health insurance coverage.

Section 8 - Retired Employees.

Employees who retire after five (5) or more years of District service shall receive an amount equal to the lowest cost individual health insurance plan to be applied to an applicable plan, if the retiring employee wishes to have such coverage. This benefit will cease at the end of the month in which the employee turns 65.

Section 9 - Fringe Benefits Notification.

The District will notify all unit members of the best figures available as to the rates of the various health and welfare benefit plans prior to the open enrollment period.

Tentative Agreement: August 11, 1992
Ratified by MVEA: September 11, 1992
Adopted by the Board: September 15, 1992

SELPA PROGRAM

ARTICLE X - HOURS AND ASSIGNMENTS

New Section 11: The District shall not require bargaining unit members, other than nurses, to perform ongoing medical procedures for students.

ARTICLE XI - PROFESSIONAL WORKING ENVIRONMENT

Section 4. New Subsection (c): The District will provide a telephone or other appropriate means of communication as determined by the needs in each SH special day classroom.

New Section 6: The District and Association agree that it is desirable to include unit members who will be affected by the Individualized Education Plan of a particular student in the planning process for that student. Therefore, the District will make reasonable efforts to involve affected unit members in development, review, and/or revision of Individualized Education Plans.

New Section 7: The Special Education Standing Committee will meet at least six times during the 1992-93 school year to consider concerns about the SELPA program, class sizes, and budget. This committee will suggest solutions to problems to the District and make appropriate recommendations to both negotiating teams.

Unit members shall be appointed by the Association to any District committee established by California Education Code or District policy. When updating a special education local plan, unit members shall be released from their regular duties during their workday or paid the hourly rate if outside the workday.

ARTICLE XII - TEACHER SAFETY

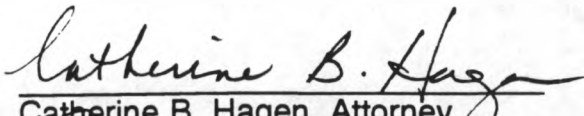
New Section 14: The District and the Association agree that it is desirable to notify unit members in advance of placing students in SH classes. Therefore, the District will make reasonable efforts to provide a copy of the actual or temporary Individualized Education Plan prior to enrollment.

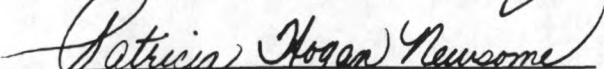
Tentative Agreement: July 22, 1992
Ratified by MVEA: September 11, 1992
Adopted by the Board: September 15, 1992

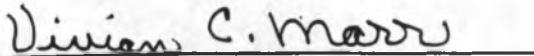
Signed:


Moreno Valley Unified School District

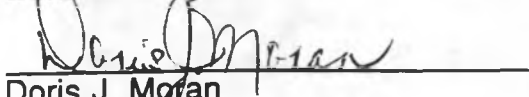
Moreno Valley Educators Association



Catherine B. Hagen, Attorney

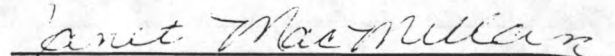

Patricia Hogan-Newsome

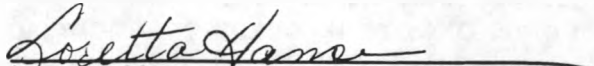

Vivian C. Marr

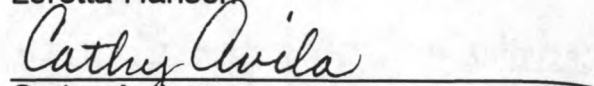

Donald S. Stabler

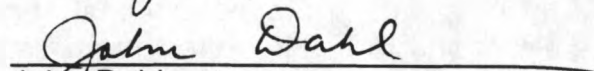

Doris J. Moran

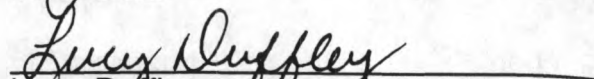

Craig Desner, Spokesperson



Janet MacMillan


Loretta Hansen


Cathy Ayila


John Dahl


Lucy Duffley


Deanna Hendricksen


Barabra Tomita, Executive Director

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